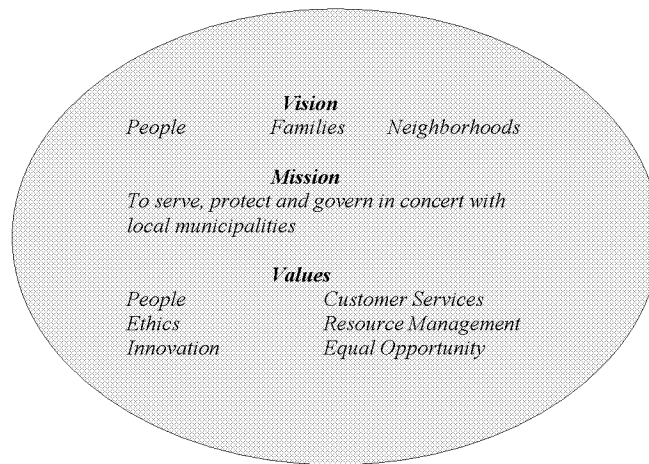




FULTON COUNTY



PURCHASING DEPARTMENT REQUEST FOR INVITATION TO BID NO. 06ITB51450K-RS

S219 - Brookfield Country Club Sewer Lining

For

DEPARTMENT OF PUBLIC WORKS

PRE-BID CONFERENCE TIME AND DATE: July 24, 2006, 9:30 AM

BID DUE TIME AND DATE: 11:00 A.M. Monday, August 7, 2006

**PURCHASING CONTACT: Rholanda M. Stanberry, Chief Assistant
Purchasing Agent at 404-730-4200**

E-MAIL: rholanda.stanberry@co.fulton.ga.us

**LOCATION: FULTON COUNTY PURCHASING DEPARTMENT
130 PEACHTREE STREET, S.W., SUITE 1168
ATLANTA, GA 30303**

Table of Contents

Section 00020

Invitation to Bid

- Purpose
- Description of Project
- Scope of Work Summary
- Term of Contract
- No Contact Provision
- Bid Contact
- Award
- Pre-Bid Conference

Section 00100

Instructions to Bidders

- A. Contract Documents
- B. Definitions
- C. Bidders Modification, Withdrawal of Bid
- D. Addenda and Interpretations
- E. Site Examination
- F. Bid
- G. Bid and Contract Security
- H. Right to Reject Bids
- I. Applicable Laws
- J. Examination of Contract Documents
- K. Termination
- L. Indemnification and Hold Harmless Agreement
- M. Bid Opening
- N. Determination of Successful Bidder
- N. Wage Clause
- O. Notice of Award of Contract
- P. Execution of Contract Documents
- Q. Joint Venture
- R. Contractors Compliance with Procurement
- S. Availability of Funding

Bid General Requirements

Section 00110

Bid Form

Section 00300

Purchasing Forms & Instructions

Form A	- Non-Collusion Affidavit of Prime Bidder
Form B	- Non-Collusion Affidavit of Sub-Contractors
Form C	- Certificate of Acceptance of Request for Bid Requirements
Form D	- Contractors License Certification

- | | |
|--------|---|
| Form E | - Certification regarding Debarment |
| Form F | - Corporate Certification |
| Form G | - Bidders Disclosure Form and Questionnaire |

Section 00310

Bid Bond Requirements

Section 00400

Contract Compliance Requirements

- Non-Discrimination in Contracting and Procurement
- Required Forms and EBO Plan
- Exhibit A – Promise of Non-Discrimination
- Exhibit B – Employment Report
- Exhibit C – Schedule of Intended Subcontractor Utilization
- Exhibit D – Letter of Intent to Perform As a Subcontractor or Provide Materials or Services
- Exhibit E – Declaration Regarding Subcontracting Practices
- Exhibit F – Joint Venture Disclosure Affidavit
- Exhibit G – Prime Contractor/Subcontractor Utilization Report

Section 00500

Insurance Information/Requirements

Section 00540

Insurance Forms

Section 00600

Contractual Agreement

Section 00610

Performance Bond Requirements

Section 00620

Payment Bond Requirements

Section 00700

- 00700A – NOT USED
- 00700B – Contractors Safety & Health Program
- 00700C – Final Affidavit
- 00700 - Fulton County General Conditions

Specifications

- 00900 Sewer Pipe Rehabilitation
 - 00901 Manhole Repair/Rehabilitation
 - 01010 Summary of Work
 - 01011 Unique Requirements
 - 01020 Allowances
 - 01025 Measurement and Payment
 - 01027 Unit Prices
-

01040	Coordination
01060	Regulatory Requirements
01070	Abbreviations and Symbols
01090	Reference Standards
01091	Applicable Codes and Standard
01150	Measurement & Payment
01200	Project Meetings
01310	Scheduling of the Work
01320	Progress Reports, Videos and Photographs
01340	Shop Drawings, Product Data and Samples
01420	Inspection of Work
01500	Construction Facilities & Temporary Controls
01540	Job Site Security
01560	Environmental Protection
01562	Dust Control
01600	Material & Equipment
01610	Transportation and Handling
01630	Substitution and Product Options
01700	Project Closeout
01710	Cleaning
01720	Project Record Documents
01740	Warranties & Bonds
02100	Site Prep
02110	Clearing & Grubbing
02125	Soil Erosion & Sediment Control
02126	Stream Crossing and Construction Exits
02705	Internal Sewer Condition
02706	Pre-Conditioning Sewers and Manholes
02709	Reporting
02730	Sewer and Accessories
02735	Sewer Service Connections
02920	Landscaping
02930	Grassing

Appendices

S219 – Brookfield Country Club Sewer Lining**SECTION # 00020****INVITATION TO BID****A. Purpose:**

The purpose of this project is to hydraulically seal the sewers to prevent storm water from entering the sewer system.

B. Description of Project:

The project is located on Brookfield Country Club's golf course in North Fulton County. Cured-in-place lining is to be installed in approximately 4,200 feet of 8, 10, 12, and 21 inch sewer and 23 manholes.

C. Scope of Work Summary:

The selected contractor will line the sewers and manholes with a cured-in-place lining system. The height of the manholes will be adjusted and each manhole will be sealed to prevent storm water from entering the sewer system. Other activities such as clearing, sewer preconditioning, and site restoration shall also be performed.

D. Purchasing the Bid Document

This document and supporting documents can be downloaded at the Fulton County Website, <http://www.co.fulton.ga.us/> under "Bid Opportunities".

Applications for documents, along with a non-refundable \$75.00 payment must be made to Department of Public Works, 141 Pryor Street, S.W., Suite 3077, Atlanta, Georgia 30303. Payment must be in the form of a certified check, treasurer's check, cashier's check, money order or company check issued by a responsible bank or trust company (no personal checks), made payable to Fulton County Public Works. Checks returned for any reason will result in the proposal being deemed non-responsive. This amount includes all fees for printing and distribution and will be used to defray a portion of the printing cost that may have been incurred for the tendering of the Project. Partial sets of the bid document will not be issued.

For payment information, contact Lamar Lambert, Department of Public Works at 404-730-7470. All other questions should be addressed by the procedures outlined in this ITB to Rholanda M. Stanberry, Fulton County Purchasing Department at 404-730-4200, rholanda.stanberry@co.fulton.ga.us.

The Instructions to Bidders, Bid, Specifications, Bid Bond, Performance Bond, Payment Bond Requirements and other Documents may be examined at the following locations:

McGraw Hill Construction Dodge
3200 Riverside Dr
STE 310
Macon, Georgia 31210

Fulton County
Public Works Department
STE 6001
141 Pryor ST, S.W., 6th Floor
Atlanta, Georgia 30303

AGC Builders Exchange
1940 The Exchange
STE 300
Atlanta, Georgia 30339

CMD / Construction Market Data
30 Technology Blvd
STE 100
Norcross Georgia 30092

FW Dodge Corporation
4170 Ashford-Dunwoody Rd
STE 200
Atlanta, Georgia 30319

Minority Business Development Agency
401 West Peachtree St
Summit Bldg STE 1715
Atlanta Georgia 30308

E. Term of Contract:

The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written order of the Contracting Officer and to fully complete all work under this Contract within 240 consecutive calendar days from and including said date.

F. No Contact Provision

It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.

1. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
2. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
3. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted Bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.

G. Bid Contact

Information regarding the bid, either procedural or technical, may be obtained by contacting Rholanda M. Stanberry, rholanda.stanberry@co.fulton.ga.us Chief Assistant Purchasing Agent at 404-730-4200, Fulton County Department of Purchasing. Information regarding the bid requirements may be obtained by using the following procedure. Inquiries must be submitted in writing to;

Fulton County Purchasing Department
Attn: Rholanda M. Stanberry
130 Peachtree Street, S.W. Suite 1168
Atlanta, GA 30303
Phone: 404-730-4200
Fax: 404-335-9419
Reference Bid # 06ITB51450K-RS

H. Basis of Award

The Contract, if awarded, will be awarded on a lump sum basis to the lowest responsive and responsible bidder. No bid may be withdrawn for a period of sixty (60) days after the date of bid opening except as permitted by O.C.G.A., §36-91-41 et seq., as amended. Each Bid must be accompanied by a Bid Bond in accordance with the Bid Bond Requirements provided in the Contract Documents, on a Surety Company's

Standard Bid Bond Form acceptable to the County in an amount no less than 5% of the amount bid. The successful bidder will be required to furnish a Performance Bond and Payment Bond, **on or before** the issuance of Notice to Proceed, each in the amount of 100% of the Contract Amount. All other required Contract Documents must be fully completed and executed by the Contractor and his/her Surety, and submitted to the Owner **on or before** the issuance of the Notice to Proceed.

I. Pre-Bid Conference

Date: Monday, July 24, 2006
Time: 9:30 AM
Location: Fulton County Purchasing Department, Public Safety Building
130 Peachtree Street, S.W. Suite 1168
Atlanta, GA 30303

A pre-bid conference will be held in the Fulton County Purchasing Department Conference Room, located at 130 Peachtree Street, S.W. Suite 1168, Atlanta, Georgia 30303. *Inquiries regarding the solicitation either technical or otherwise may be submitted in writing prior to the pre-bid conference and will be addressed at the pre-bid conference.* Any additional questions asked at the pre-bid conference must be submitted in written form at the pre-bid conference and will be responded to in the form of an addendum with the County's official responses.

The Pre-bid conference will be conducted for the purpose of explaining the County's bid process, the specifications/technical documents, and to provide and initial verbal, non-binding verbal response to questions concerning these bid specifications and to discuss issues from the bidders perspective. However, no verbal response provided at the pre-bid conference binds the County. Only those responses to written and responded to by the County in written communications will be official.

END OF SECTION # 00020

S219 – Brookfield Country Club Sewer Lining**SECTION # 00100****INSTRUCTIONS TO BIDDERS****A. Contract Documents**

The Contract Documents include the Invitation to Bid, Instructions to Bidders, Contractor's Bid (including all documentation accompanying the Bid and any post-Bid documentation required by the County prior to the Notice of Award), Bonds, all Special Conditions, General Conditions, Supplementary Conditions, Specifications, Drawings and addenda, together with written amendments, change orders, field orders and the Construction Manager's written interpretations and clarifications issued in accordance with the General Conditions on or after the date of the Contract Agreement. Shop drawing submittals reviewed in accordance with the General Conditions, geotechnical investigations and soils report and drawings of physical conditions in or relating to existing surface structures at or contiguous to the site are not Contract Documents. The Contract Documents shall define and describe the complete work to which they relate.

B. Definitions: Where the following words or the pronouns used in their stead occur herein, they shall have the following meaning. If a conflict exists as to the meaning of a word, the definition existing in the General Conditions, if present, shall govern.

1. **"Contractor"** shall mean the party to the second part of the Contract Agreement or the authorized and legal representative of such party.
 2. **"Contract Term"** shall mean the time specified in the contract for completion of the work.
 3. **"County"** shall mean Fulton County, Georgia, a political subdivision of the State of Georgia, acting by and through the Chairman of its Board of Commissioners.
 4. **"Change Order"** shall mean as is provided in the General Conditions.
 5. **"Day"** shall mean a calendar day of twenty-four hours lasting from midnight of one day to midnight the next day.
 6. **"Drawings"** shall mean, all of the drawings pertaining to the Contract and made part thereof, and also such Not For Construction drawings provided as part of this Contract. In the event of conflicting provisions, the Contract Documents will take precedence over the Drawings.
 7. **"Liquidated Damages"** shall mean the amount per day specified in the Agreement, which amount shall be paid by the Contractor to the County for each act of non-compliance and/or non-performance by the Contractor in the execution of the contract.
 8. **"Notice to Proceed"** shall mean a written communication issued by the County to the Contractor authorizing it to proceed with the work, establishing the date of commencement and completion of the work, and providing other direction to the Contractor.
 9. **"Products"** shall mean materials or equipment permanently incorporated into the work.
 10. **"Program Manager or Construction Manager"** shall mean the person or entity identified in writing by the County. The term shall be synonymous and shall mean Program Management/Construction Management Joint Venture. The County has contracted with the Parsons PM Team to provide program planning that establishes direction and performance goals for the implementation of numerous projects contained in the County's Capital Improvements Program. The Program/Construction Manager has oversight responsibility for the execution of this project.
 11. **"Provide"** shall mean to furnish and install.
-

12. **“Work”** shall mean all of the services specified, indicated, shown or contemplated by the contract documents, and furnishing by the Contractor of all materials, equipment, labor, methods, processes, construction and manufacturing materials and equipment, tools, plans, supplies, power, water, transportation and other things necessary to complete such services in accordance with the contract documents to insure a functional and complete facility.
- C. **Bidder’s Modification and Withdrawal of Bids:** A Bidder may modify or withdraw its bid by written request, provided that the request is received by the County prior to the bid due date and time at the address to which bids are to be submitted. Provided further, that in case of an electronic request (i.e. facsimile, e-mail, etc.) a written confirmation thereof over the authorized signature of the Bidder must be received by the County at the address to which original Bids are to be submitted within three (3) calendar days after issue of the electronic message. Following withdrawal of its bid, the Bidder may submit a new, providing delivery is affected prior to the established bid opening date and time. **No bid may be withdrawn after bid due date for sixty (60) calendar days.**
- D. **Addenda and Interpretations:** No interpretations of the meaning of the Drawings, Specifications or other pre-bid documents will be made to any Bidder orally. Bidders requiring clarification or interpretation of the Bidding Documents shall make a request to Rholanda M. Stanberry no later than 2:00 PM, Monday, July 31, 2006. Written requests for clarification or interpretation may be mailed, hand delivered, e-mailed, or faxed to the Assistant Purchasing Agent at the address below, e-mail address or fax number. Telephone inquiries will not be accepted.
- Rholanda M. Stanberry, Chief Assistant Purchasing Agent
Department of Purchasing
Fulton County Public Safety Building
130 Peachtree Street, S.W., 1168
Atlanta, GA 30303
Fax: 404-335-4219
rholanda.stanberry@co.fulton.ga.us
- Only communications from firms that are in writing and signed will be recognized by the County as duly authorized expressions on behalf of proposers/bidders. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda to the Specifications which, and if any addenda are issued to this Invitation to Bid.
- E. **Site Examination:** There will be no site visit for this project. However, bidders are encouraged to examine the site of the project per the drawings on their own.
- F. **Bid:** All Bids must be made on the Bid forms contained herein. The Bid shall be enclosed in a sealed envelope, addressed to Department of Purchasing, Fulton County Public Safety Building, 130 Peachtree Street, S.W., Suite 1168 Atlanta, Georgia 30303 and labeled "Bid for ITB-06ITB51450K-RS, Brookfield Country Club Sewer Lining. ***THE BIDDER IS ALSO REQUIRED TO DISPLAY THE GEORGIA UTILITY CONTRACTOR LICENSE NUMBER ON THE OUTSIDE OF THE SEALED BID ENVELOPE.***

REQUIRED SUBMITTALS: The bidder **must complete and execute** the following:

1. Bid Form
 2. Bid Schedule
 3. Bid Bond
 4. Form A: Non-Collusion Affidavit of Prime Bidder
 5. Form B: Non-Collusion Affidavit of Subcontractor
 6. Form C: Certification of Acceptance of Bid/Proposal Requirements
 7. Form D: Contractors Georgia Utility License Certification
-

8. Form E: Certificate Regarding Debarment
9. Form F: Corporate Certification
10. Form G: Bidders Disclosure Forms & Questionnaire
11. Contract Compliance Forms, fully executed
 - a. Promise of Non-Discrimination (Exhibit A)
 - b. Employment Report (Exhibit B)
 - c. Schedule of Intended Subcontractor Utilization (Exhibit C)
 - d. Letter of Intent to Perform As a Subcontractor or Provide Materials or Services (Exhibit D)
 - e. Declaration Regarding subcontractor Practices (Exhibit E)
 - f. Joint Venture Disclosure Affidavit (Exhibit F)
 - g. Equal Business Opportunity (EBO) Plan

Any bids received after the stated time and date shall not be considered. It shall be the sole responsibility of the bidder to have his/her bid delivered to the Fulton County Department of Purchasing for receipt on or before the stated time and date (section 00020). If a bid is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to the Purchasing Department. Bids delayed by mail will not be considered, shall not be opened, and arrangements shall be made for their return at the bidder's request and expense.

The one (1) original signed bid with three (3) copies shall be submitted in a sealed package, clearly marked on the outside "Bid for the S219, Brookfield Country Club Sewer Lining". *Additionally, Bidder is to write their Utility Contractor License Number on the outside of the sealed package containing the bid. Failure to put the Utility Contractor License number on the package will result in the bid being determined to be non-responsive.*

Bid shall be publicly opened, with only the names and total bid price of the bidders disclosed at the opening.

- G. Bid and Contract Security:** A Bid Bond for an amount equal to five percent (5%) of the bid amount must accompany each Proposal. The bid bond shall be submitted in a separate, sealed envelope marked "Bid Bond".

Bids must be accompanied by a bid bond or certified check in an amount of five percent (5%) of the TOTAL AMOUNT of the base bid. The bid bond or certified check shall apply **ONLY TO THIS BID**. The bid name and contract number must appear on the security instrument. The bond must remain in full force and effect until the Bidder executes the final Contract. Bids not satisfying the bonding requirements of this project will be declared non-responsive.

Any bid bond, performance bond, payment bond, or security deposit required for public works construction contract shall be approved and filed with purchasing agent. At the option of the County, if the surety named in the bond is other than a surety company authorized by law to do business in this state pursuant to a current certificate of authority to transact surety business by the Commissioner of Insurance, such bond shall not be approved and filed unless such surety is on the United States Department of Treasury's list of approved bond sureties.

A Purchasing Agent shall approve as to form and as to the solvency of the surety any bid bond, performance bond, or payment bond required by this. In the case of a bid bond, such approval shall be obtained prior to acceptance of the bid or proposal. In the case of payment bonds and performance bonds, such approval shall be obtained prior to the execution of the contract.

Whenever, in the judgment of the County:

- (1) Any surety on a bid, performance, or payment bond has become insolvent;

- (2) Any corporation surety is not longer certified or approved by the Commissioner of Insurance to do business in the state; or
- (3) For any cause there are no longer proper or sufficient sureties on any or all the bonds

The County may require the contractor to strengthen any or all of the bonds or to furnish a new or additional bond or bonds within ten days. Thereupon, if so ordered by the County, all work on the contract shall cease unless such new or additional bond or bonds are furnished. If such bond or bonds are not furnished within such time, the County may terminate the contract and complete the same as the agent of and at the expense of the contractor and his or her sureties.

As a condition of responsiveness the bidder must contain a Bid Bond for an amount equal to 5% of the bid amount. The Bid Bond shall be included in a separate envelope marked on the outside "Bid Bond". Checks or letters of credit of any type will not be accepted. A certified cashier's check will be acceptable. Provide a completed and fully executed Bid Bond. When the bidder's package is opened, a purchasing agent will verify the presence of the Bid Bond and remove it from the Proposal Package.

If the bidder withdraws its bid from the competition after the selection of its bid for a reason not authorized by Georgia law, the County will proceed on the Bid Bond, along with any other available remedies.

The Surety of the Bid Bond shall be from a surety company authorized to do business in the State of Georgia, shall be listed in the Department of Treasury Circular 570, and shall have an underwriting limitation in excess of 100% of the bid amount. The Bonds and Surety shall be subject to approval by the County Attorney.

Attorneys-in-fact for bidders who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

- H. **Right to Reject Bids:** The County reserves the right to reject any or all bids and to waive informalities. No bids will be received after the time set for opening bids. Any unauthorized conditions, limitations or provisions attached to the Bid, except as provided herein, will render it informal and may cause its rejection. Unbalanced bids will be subject to rejection. Any bidder may withdraw his/her bid, either personally or by telegraphic or written request, at any time prior to the scheduled closing time for receipt of bids. Telegraphic or written requests for withdrawal must be in the possession of the County prior to the closing time for receipt of bids.
 - I. **Applicable Laws:** All applicable laws and regulations of the State of Georgia and ordinances and regulations of Fulton County shall apply. Protestors shall seek resolution of their complaints in the manner provided in the Fulton County Code of Laws §2-324, which is incorporated by reference herein.
 - J. **Examination of Contract Documents:** Prospective bidders shall examine the contract documents and before submitting a bid, shall make a written request to the County for an interpretation or correction of any ambiguity, in consistency or error therein which could be discovered by a bidder. At the bid opening each bidder shall be presumed to have read and be familiar with the contract documents.
 - K. **Termination:** The County may terminate the contract resulting from this solicitation at any time the vendor fails to carry out the contract provisions, if in the opinion of the County, the performance of the contract is unreasonably delayed, or the vendor is in direct violation of the contract conditions. The County shall provide the vendor with notice of any conditions which violate or endanger the performance of the contract and, if after such notice the contractor fails to remedy such conditions within thirty (30) days, to the satisfaction of the County, the County may exercise their option in writing to terminate the Contract without further notice to the Contractor and order
-

the Contractor to stop work immediately and vacate the premises. Vendor agrees by its bid submission that the County's decision is final and valid.

- L. Indemnification and Hold Harmless Agreement:** The successful contractor will agree to indemnify, save harmless and defend the County, its agents, servants, and employees from all lawsuits, claims, demands, liabilities, losses and expenses for or on account of any injury or loss in connection with the work performed under this contract: Provided, however the Contractor shall not be liable for any damages resulting for the sole negligent or intentional acts or omission of the County and its employees, agents or representatives.
- M. Bid Opening:** Bids will be opened in public and read aloud. All bidders are requested to be present at the opening.
- N. Determination of Successful Bidder:** Fulton County desires to complete this work in a timely manner. The Contract will be awarded to the lowest responsive, responsible bidder(s), if awarded.
- 1) **Responsibility:** The determination of the bidder's responsibility will be made by the County based on whether the bidder meets the following minimum requirements:
 - a) The County reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the County that he/she is properly qualified to carry out the obligations of the Contract.
 - b) Is properly licensed to perform this type of work in Fulton County. Bidders must have a utility contractors license to perform this work. O.C.G.A. §43-14-8.3 (h)
 - c) Maintains a permanent place of business individually or in conjunction with the prime contractor.
 - d) Has the appropriate and adequate technical experience. Designated Project Manager must be proficient in all aspects of contracted work.
 - e) Has adequate personnel and equipment to do the work expeditiously.
 - f) Has suitable financial means to meet obligations incidental to the work.
 - 2) **Responsiveness:** The determination of responsiveness will be made by the County based on a consideration of whether the bidder has submitted a complete Bid form without irregularities, excisions, special conditions, or alternative bids for any item unless specifically requested in the Bid form.
- O. Wage Clause:** Pursuant to 102-391, Each Contractor shall agree that in the performance of the Contract he will comply with all lawful agreements, if any, which the Contractor had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.
- P. Notice of Award of Contract:** As soon as possible, and within ninety (90) days after receipt of bids, the County shall notify the successful Bidder of the Award of Contract.

The award shall be made by the Board of Commissioners of Fulton County to the lowest responsive, responsible bidder(s) as soon as possible after receipt of bids, taking into consideration price and the responsiveness to the requirements set forth in the Invitation for Bid. In such case, no claim shall be made by the selected Contractor(s) for loss of profit if the contract is not awarded or awarded for less work than is indicated and for less than the amount of his bid. The total of the awarded contract shall not exceed the available funds allocated for this project.

Should the County require additional time to award the contract, the time may be extended by mutual agreement between the County and the successful bidder. If an Award of Contract has not

been made within ninety (90) days from the bid date or within the extension mutually agreed upon, the Bidder may withdraw the Bid without further liability on the part of either party.

Any award made by the Board of Commissioners as a result of this bid will begin from the date of the notice to proceed. The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written order of the Program Manager. The contract shall become effective on the Contract Date and shall continue in effect until the end of the term of the contract or until the project has been closed-out by the Program Manager unless earlier terminated pursuant to the termination provisions of the contract.

- Q. Execution of Contract Documents:** Upon notification of Award of Contract, the County shall furnish the Contractor the conformed copies of Contract Documents for execution by the Contractor and Contractor's surety.

Within ten (10) days after receipt the Contractor shall return all the documents properly executed by the Contractor and the Contractor's surety. Attached to each document shall be an original power-of-attorney for the person executing the bonds for the surety and certificates of insurance for the required insurance coverage.

After receipt of the documents executed by the Contractor and his surety with the power-of-attorney and certificates of insurance, the County shall complete the execution of the documents. Distribution of the completed documents will be made upon completion.

Should the contractor and/or surety fail to execute the documents within the time specified, the County shall have the right to proceed on the Bid Bond accompanying the bid.

If the County fails to execute the documents within the time limit specified, the Contractor shall have the right to withdraw the Contractor's bid without penalty.

Should an extension of any of the time limits stated above be required, this shall be done only by mutual agreement between both parties.

Any agreement or contract resulting from the acceptance of a bid shall be on a County approved document form. The County reserves the right to reject any agreement that does not conform to the Invitation for Bid and any County requirements for agreements and contracts. The County reserves the right to modify the agreement resulting from this bid upon the recommendation of the County Attorney.

- R. Joint Venture** Any Bidder intending to respond to this solicitation as a joint venture must submit an executed joint venture agreement with its offer. The agreement must designate those persons or entities authorized to execute documents or otherwise bind the joint venture in all transactions with Fulton County, or be accompanied by a document, binding upon the joint venture and its constituent members, making such designation. Offers from joint ventures that do not include these documents will be rejected as being non-responsive.
- S. Contractors Compliance With All Assurances And/Or Promises Made In Response To Procurement:** Should any Bidder submit a response to the County promising to provide a certain level of service for either the scope of work, MFBE participation, or any other matter, including where such promise or assurance is greater than what is required by the procurement documents, and should this response containing the promise or assurance be accepted by the County and made a part of the Contract Documents, then this degree or level of service promised by the bidder relating to the scope of work, MFBE participation, or other matter shall be considered to be a material part of the Agreement between the bidder and the County, such that the bidder's failure to provide the agreed upon degree or level of service or participation shall be a material breach of the Agreement giving the County just cause to terminate the Agreement for cause, pursuant to the General Conditions of the Agreement.
-

- T. Availability Of Funding:** Any award of work, contract, or service for any portion of the S219, Brookfield Country Club Sewer Lining will be conditional and subject to Fulton County obtaining financing through the issuance of water and sewer revenue bonds where the proceeds from such bonds are in an amount sufficient to fund the S219, Brookfield Country Club Sewer Lining. This conditional award will not be in effect until Fulton County has been successful in raising the required funds for payment of the S219, Brookfield Country Club Sewer Lining. If it proves impossible for Fulton County to raise the required funds, the conditional award will be cancelled by Fulton County without any recourse by the responding entity. The submittal of a bid in response to any phase of the procurement for the S219, Brookfield Country Club Sewer Lining serves as acceptance of this condition by the entity responding to the procurement.
-

FULTON COUNTY PURCHASING DEPARTMENT**BID GENERAL REQUIREMENTS****06ITB51450K-RS - S219, Brookfield Country Club Sewer Lining**

The following information pertains to the submission of a Bid to Fulton County, and contains instructions on how Bids must be presented in order to be considered. Listed below are the requirements for all Bidders interested in doing business with Fulton County.

1. The Bid sheets included in this Invitation to Bid ("Bid") must be fully completed and returned with the Bid unless otherwise specified in writing by the Purchasing Department. Type or neatly print the date, company name, and the full legal name and title of the person(s) signing the Bid in the place provided at the bottom of each Bid sheet. Any additional sheets submitted must contain the same signature and Bidder information.
2. Original signature(s) must appear on each page of the Bid document. All signatures must be executed by person(s) having contracting authority for the Bidder.
3. Absolutely no fax Bids or reproduction Bids will be accepted, except that photocopies may be submitted in addition to the original when multiple copies of the Bid are specifically requested in the solicitation.
4. The envelope in which the Bid response is submitted must be sealed and clearly labeled with the Bid number, project title, due date and time, and the name of the company or individual submitting the proposal. Bids must be received by the opening date and time shown on this Bid in order to be considered. The Purchasing Agent has no obligation to consider Bids which are not in properly marked envelopes. Contract Compliance submittals shall be submitted in a separate sealed envelope or package.
5. The original and the required number of copies of the Bid must be returned to:

Rholanda M. Stanberry
Fulton County Purchasing Department
130 Peachtree Street, S.W., Suite 1168
Atlanta, Georgia 30303

- Any inquiries, questions, clarifications or suggestions regarding this solicitation should be submitted in writing to the Purchasing Contact Person. Contact with any other County personnel in regard to a current solicitation is strictly prohibited in accordance with Fulton County "No Contact" policy outlined in Section 35.
6. Show information and prices in the format requested. Prices are to be quoted F.O.B. Destination, and must include all costs chargeable to the Contractor executing the Contract, including taxes. Unless otherwise provided in the Contract, Fulton County shall have no liability for any cost not included in the price. The Contractor shall provide Fulton County the benefit through a reduction in price of any decrease in the Contractor's costs by reason of any tax exemption based upon Fulton County's status as a tax-exempt entity.
 7. All prices Bid must be audited by the Bidder to ensure correctness before the Bid is submitted. The Bidder is solely responsible for the accuracy of information placed on a Bid sheet, including prices. Clerical or mathematical error is insufficient to void a successful Bid but a Bidder may withdraw a sealed Bid prior to opening without a penalty.
 8. All prices must be submitted in the format requested and less all trade discounts. When multiple items are being Bid, Bidder must show both the unit price and the total extended price for each item. When applicable, the Bidder must include an additional lump sum Bid for groups or items. In the event a Bidder is offering an additional discount on groups of items,

- Bidder must indicate the total lump sum Bid for the particular group of items before any extra discount, the amount of extra discount, and the net total for the particular group. In the event of an extension error, unit pricing shall prevail.
9. By submitting a signed Bid, Bidder agrees to accept an award made as a result of that Bid under the terms and conditions spelled out in the Bid documents. In the event of a conflict between the different Bid documents, the County's cover Contract (if used) shall have precedence, followed in order by the Invitation to Bid, Purchase Order, Bid, Contractor's Warranty Agreement, Maintenance Agreement, and/or other Contractor provided agreements.
 10. A Bidder may submit only one (1) Bid response for each specific Bid solicitation unless otherwise authorized in the specifications.
 11. All prices submitted by the Bidder to Fulton County must be guaranteed by the authorized person(s) against any price increase for the time period designated in the Bid specifications, and Fulton County must be given the benefit of any price decrease occurring during such designated time period.
 12. All items Bid must be new. Used, rebuilt and refurbished items will not be considered unless specifically authorized by Fulton County in the written specifications.
 13. All Bidders must specify in the Bid response the earliest actual delivery date for each item unless otherwise specified in writing by Fulton County. The delivery date may be a factor in deciding the Bidder's capability to perform.
 14. A successful Bidder's delivery ticket(s) and invoice(s) must list each item separately and must show Fulton County's purchase order number as well as the proper department and address to which delivery was made, as listed on the purchase order or in the Bidder's contract with Fulton County.
 15. Unless clearly shown as "no substitute" or words to that effect, any items in this invitation to Bid which have been identified, described or referenced by a brand name or trade name are for reference only. Such identification is intended to be descriptive but not restrictive, and is to indicate the general quality and characteristics of products that may be offered. Each item Bid must be individually identified as to whether it is a specified item or an equivalent item by typing or printing after the item(s): The brand name; model or manufacturer's number, or identification regularly used in the trade. Deviations from the specifications must be clearly and fully listed on the Bid sheet, including photographs or cuts, specifications, and dimensions of the proposed "alternate". Fulton County is the sole judge of "exact equivalent", or "alternate". The factors to be considered are: function, design, materials, construction, workmanship, finishes, operating features, overall quality, local service facilities, warranty terms and service, and other relevant features of item(s) Bid.
 16. For all Bids, Fulton County reserves the right to request representative samples. If requested, samples must be delivered at the Bidder's cost within three (3) business days. Samples are submitted at the risk of the Bidder and may be subjected to destructive tests by Fulton County. Samples must be plainly tagged with Fulton County's Bid number, item name, manufacturer, and the name of the Bidder.
 17. Item(s) Bid must be complete and ready to operate. No obvious omissions of components or necessary parts shall be made even though the specifications may not detail or mention them. Unit(s) must be furnished with factory installed equipment and must be comparable with the basic form, fit, and functional requirements which are all to be included in the base price as well as any other equipment included as standard by the manufacturer or generally provided to the buying public.
-

-
18. All successful Bidders must assume full responsibility for all item(s) damaged prior to F.O.B. Destination delivery and agree to hold harmless Fulton County of all responsibility for prosecuting damage claims.
 19. All successful Bidders must assume full responsibility for replacement of all defective or damaged goods within thirty (30) days of notice by Fulton County of such defect or damage.
 20. All successful Bidders must assume full responsibility for providing or ensuring warranty service on any and all items including goods, materials, or equipment provided to the County with warranty coverage. If a successful Bidder is not the manufacturer, all manufacturers' warranties must be passed through to Fulton County. The Bidder and not Fulton County is responsible for contacting the manufacturer of the warranty service provided during the warranty period and supervising the completion of the warranty service to the satisfaction of Fulton County.
 21. As a successful Bidder providing any equipment which requires fitting and assembly, the Bidder shall be solely responsible for such installation being performed by a manufacturer's authorized or approved servicer or an experienced worker, utilizing workmanship of the highest caliber. The Bidder must verify all dimensions at the site, shall be responsible for their correctness, and shall be responsible for the availability of replacement parts when specified in writing by Fulton County in the specifications, purchase order, or other contract.
 22. A successful Bidder is solely responsible for disposing of all wrappings, crating, and other disposable material upon deliver of item(s).
 23. All Bidders are required to be authorized distributors or regularly engaged in the sale or distribution of the type of goods, materials, equipment or services for which the Bidder is submitting a Bid response in addition, all Bidders are required to provide Fulton County with three (3) written references documenting the successful completion of Bids or contracts for the types of items including goods, materials, equipment, or services for which the Bidder is submitting a Bid response. In instances where a Bidder has never supplied such goods, material, equipment, or services before, the Bidder must submit with the Bid response a statement and supporting documentation demonstrating such expertise, knowledge, or experience to establish the Bidder as a responsible Bidder, capable of meeting the Bid requirements should an award be made. No exceptions to this provision will be made unless authorized in the Bid specifications.
 24. Bidders may be required to furnish evidence that they maintain permanent places of business of a type and nature compatible with their Bid proposal, and are in all respects competent and eligible vendors to fulfill the terms of the specifications. Fulton County may make such investigations as it deems necessary to determine the ability of the Bidder to perform such work, and reserves the right to reject any Bidder if evidence fails to indicate that the Bidder is qualified to carry out the obligation of the Contract and to complete the work satisfactorily.
 25. All Bidders must comply with all Fulton County Purchasing laws, policies, and procedures, non-discrimination in contracting and procurement ordinances, and relevant state and federal laws including but not limited to compliance with EEOC hiring guidelines and requirements under the Americans with Disabilities Act. Successful Bidder must obtain all permits, licenses, and inspections as required and furnish all labor, materials, insurance, equipment, tools, supervision, and incidentals necessary to accomplish the work in these specifications.
 26. If a successful Bidder is unable or unwilling to enter into a Contract with Fulton County subsequent to being granted an award, or who fails to perform in accordance with the Bid specifications the Bidder will be subject to damages and all other relief allowed by law.
-

-
27. Successful Bidders contract directly with Fulton County and are the party or parties obligated to perform. Contracts may not be assigned and any failure to perform the Contract in accordance with the specifications will constitute a breach of Contract and may result in a Bidder being found to be “non-responsive” in the future.
 28. In case of default by the successful Bidder, Fulton County may procure the articles for services from another source and hold the successful Bidder responsible for any resulting excess cost.
 29. The County may award any Bid in whole or in part to one or more vendors or reject all Bids and/or waive any technicalities if it is in the best interests of the County to do so. In the event that all Bids are not rejected, Bids for items including goods, materials, equipment, and services will be awarded to the lowest “responsible” Bidder(s) as determined by Fulton County. Submitting the lowest Bid, as published at the Bid opening, does not constitute an award or the mutual expectation of an award of a Contract and purchase order. For purposes of this notice and the attached Bid sheets, a purchase order is a Contract to provide items including goods, materials, equipment, and services and is intended to have the full force and effect of a Contract. A breach of the terms and conditions of a purchase order constitutes a breach of Contract.
 30. Bids for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may withdrawn as follows:

Competitive sealed Bids (“Bid”) may not be revoked or withdrawn until 60 days after the time set by the governmental entity for opening of Bids. At the end of this time period, the Bid will cease to be valid, unless the Bidder provides written notice to the County prior to the scheduled expiration date that the Bid will be extended for a time period specified by the County.
 31. In the evaluation of the Bids, any award will be subject to the Bid being:
 - A. Compliant to the specification – meets form, fit, and function requirements stated or implied in the specification.
 - B. Lowest cost to the County over projected useful life.
 - C. Administratively Compliant – Including all required bonds, insurance, established quality of work and general reputation, financial responsibility, relevant experience, and related criteria.
 32. All proposals and Bids submitted to Fulton County are subject to the Georgia “Open Records Act”, Official Code of Georgia, Annotated (O.C.G.A.) §50-18-70 et seq.
 33. All proposals and Bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h). The Utility Contractor License number of the person who will perform the utility work shall be written on the face of the Bid envelope.
 34. The apparent silence of this specification, and any supplement thereto, as to details, of the omission from it of a detailed description concerning any point, will be regarded as meaning only the best commercial practices are to prevail. Only materials of the highest quality, correct type, size, and design are to be used. All interpretations of this specification will be made upon the basis of this statement, with Fulton County interpretation to prevail.
 35. It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential
-

- vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.
- A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
 - B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
 - C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted Bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.
36. Any Bidder intending to respond to this solicitation as a Joint Venture must submit an executed Joint Venture Agreement with this Bid. This agreement must designate those persons or entities authorized to execute documents or otherwise bind the Joint Venture in all transactions with Fulton County, or are accompanied by a document, binding upon the Joint Venture and its constituent members, making such designation. Bids from Joint Ventures that do not include these documents will be rejected as being "non-responsive".
37. Any Bidder intending to respond to this solicitation must complete all of the Procurement Affidavit Forms provided in this solicitation. Bids that do not include these completed documents will be rejected as being "non-responsive".

END OF SECTION # 00100

S219 – Brookfield Country Club Sewer Lining**SECTION # 00110****BID FORM****S219 – Brookfield Country Club Sewer Lining**

Submitted _____, 2006

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Bid or in the Contract to be entered into; that this Bid is made without connection with any other person, company or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the Drawings and Specifications for the work and contractual documents relative thereto, and has read all instructions to Bidders and General Conditions furnished prior to the openings of bids; that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees, if this Bid is accepted, to contract with the Board of Commissioners of Fulton County, Atlanta, Georgia, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary, and to complete the construction of the work in full and complete accordance with the shown, noted, and reasonably intended requirements of the Specifications and Contract Documents to the full and entire satisfaction of the Board of Commissioners of Fulton County, Atlanta, Georgia, with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents for the following prices.

THE BASE BID IS THE AMOUNT UPON WHICH THE BIDDER WILL BE FORMALLY EVALUATED AND WHICH WILL BE USED TO DETERMINE THE LOWEST RESPONSIBLE BIDDER.

The base bid may not be withdrawn or modified for a period of sixty (60) days following the receipt of bids.

BASE BID AMOUNT (Do not include any Bid Alternates)

\$ _____

(Dollar Amount In Numbers)

(Dollar Amount in Words)

The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written order of the Contracting Officer and to fully complete all work under this Contract within Two **Hundred and Forty (240)** consecutive calendar days from and including said date.

The Bidder declares that he understands that the quantities shown for the unit prices items are subject to either increase or decrease, and that should the quantities of any of the items of work be increased, the Bidder proposes to do the additional work at the unit prices stated herein; and should the quantities be decreased, the Bidder also understands that payment will be made on the basis of actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in quantities; and that actual quantities will be determined upon completion of work, at which time adjustments will be made to the contract amount by direct increase or decrease.

The Bidder furthermore agrees that, in the case of a failure on his part to execute the Contract Agreement and Bonds within ten days after receipt of conformed contract documents for execution, the Bid Bond accompanying his bid and the monies payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure.

The undersigned acknowledges receipt of the following addenda (list by the number and date appearing on each addendum) and thereby affirms that its Bid considers and incorporates any modifications to the originally issued Bidding Documents included therein.

ADDENDUM # _____ DATED _____

ADDENDUM # _____ DATED _____

ADDENDUM # _____ DATED _____

BIDDER: _____

Signed by: _____
[Type or Print Name]

Title: _____

Business Address: _____

Business Phone: _____

Bidder's Contractor License No: _____
[State/County]

License Expiration Date: _____

Enclosed is a Bid Bond in the approved form, in the sum of:

_____ Dollars

(\$ _____) according to the conditions of "Instructions to Bidders" and provisions thereof.

BASE BID AMOUNT BREAKDOWN**(A) EQUIPMENT**

Provide the cost for the following items including labor, materials and installation:

		QUANTITY	UNIT	UNIT COST	VALUE
1	SEWER REHABILITATION CURED-IN-PLACE (STRUCTURAL PIPE LINING)				
	a. 8" GRAVITY SEWER	319	LF	\$	\$
	b. 10" GRAVITY SEWER	316	LF	\$	\$
	c. 12" GRAVITY SEWER	3608	LF	\$	\$
	d. 21" GRAVITY SEWER	179	LF	\$	\$
2	SEWER PRECONDITIONING				
	a. 8" GRAVITY SEWER	319	LF	\$	\$
	b. 10" GRAVITY SEWER	316	LF	\$	\$
	c. 12" GRAVITY SEWER	3608	LF	\$	\$
	d. 21" GRAVITY SEWER	179	LF	\$	\$
3	REHABILITATE MANHOLES CURED-IN-PLACE EPOXY RESIN LINER (48" diameter)				
	a. 6-10 FEET DEEP	150	EA	\$	\$
	b. 11-15 FEET DEEP	105	EA	\$	\$
	c. 16-20 FEET DEEP	20	EA	\$	\$
4	MANHOLE PRECONDITIONING (48" diameter)				
	a. 6-10 FEET DEEP	150	EA	\$	\$
	b. 11-15 FEET DEEP	105	EA	\$	\$
	c. 16-20 FEET DEEP	20	EA	\$	\$
5	CCTV				
	a. CCTV	4246	LF	\$	\$
	b. Review of CCTV	4246	LF	\$	\$
6	ASSOCIATED MANHOLE WORK				
	a. RAISE MANHOLE 0.1 FT. TO 2.0 FT. (non-pavement)	5	EA	\$	\$
	b. RAISE MANHOLE 2.1 FT. TO 3.0 FT. (non-pavement)	5	EA	\$	\$
	c. VACUUM TESTING	23	EA	\$	\$
7	FLOW BYPASS & DIVERSION PUMPING				
	a. PIPES > 18" SETUP	1	EA	\$	\$

	b. PIPES > 18" HOURS OF OPERATION (100 HOURS)	10	EA	\$	\$
	c. PIPES < 18" SETUP	4	EA	\$	\$
	d. PIPES < 18" HOURS OF OPERATION (100 HOURS)	50	EA	\$	\$
8	SEWER EASEMENT CLEARING				
	a. LIGHT	200	LF	\$	\$
	b. MEDIUM	200	LF	\$	\$
	c. HEAVY	200	LF	\$	\$
9	EROSION AND SEDIMENT CONTROL				
	a. RIP RAP	500	SY	\$	\$
	b. GRASSING	500	SY	\$	\$
	c. TEMPORARY STREAM CROSSING	3	EA	\$	\$
	d. REINFORCED SILT FENCE	5000	LF	\$	\$

SUBTOTAL EQUIPMENT	\$
---------------------------	-----------

(B) ALLOWANCES

Construction allowances in the amount of \$ 115,000 will be put aside and utilized for Brookfield Country Club Sewer Lining as part of this construction contract. The allowance will only be used at the discretion of the Construction Manager as itemized below:

	ALLOWANCES	QUANTITY	UNIT	UNIT COST	VALUE
10	MANHOLE LOWERING	1	LS	\$ 5,000.00	\$ 5,000.00
11	PERMITTING	1	LS	\$ 5,000.00	\$ 5,000.00
12	UTILITY CONFLICT RESOLUTION	1	LS	\$ 5,000.00	\$ 5,000.00
13	SITE RESTORATION	1	LS	\$ 100,000.00	\$ 100,000.00
SUBTOTAL ALLOWANCE					\$ 115,000.00

TOTAL ITEM A THROUGH ITEM B INCLUSIVE

the amount of _____ Dollars (\$_____)

END OF SECTION # 00110

S219 – Brookfield Country Club Sewer Lining**SECTION # 00300****PURCHASING FORMS & INSTRUCTIONS**

This section contains the procurement forms that are required to be executed and submitted with the bid package. This section does not contain all forms required to be included with the bid package submittal.

To be deemed responsive to this RFP, Bidders must provide the information requested and complete in detail all Purchasing Forms. The appropriate individual(s) authorized to commit the Bidder to the Project must sign the Purchasing Forms. Bidders should reproduce each Purchasing Form, as required, and complete the appropriate portions of the forms provided in this section.

- Form A: Non-Collusion Affidavit of Prime Bidder
 - Form B: Non-Collusion Affidavit of Sub-Contractors
 - Form C: Certificate of Acceptance of Request for Bid Requirements
 - Form D: Contractor's Georgia Utility License Certification
 - Form E: Certification Regarding Debarment
 - Form F: Corporate Certification
 - Form G: Bidder's Disclosure Form and Questionnaire
-

Form A

NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR

STATE OF GEORGIA
COUNTY OF FULTON

I, _____ certify that pursuant to Fulton County Code Section 2-320 (11), this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), _____ has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of _____ is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

(COMPANY NAME)_____
(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this _____ day of _____, 200__.

(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

IF THE OFFEROR IS A PARTNERSHIP, ALL OF THE PARTNERS AND ANY OFFICER, AGENT, OR OTHER PERSON WHO MAY HAVE REPRESENTED OR ACTED FOR THEM IN BIDDING FOR OR PROCURING THE CONTRACT SHALL ALSO MAKE THIS OATH.

IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.

Form B

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

STATE OF GEORGIA
COUNTY OF FULTON

I, _____ certify that pursuant to Fulton County Code Section 2-320 (11), this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), _____ has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of _____ is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

(COMPANY NAME)_____
(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this _____ day of _____, 200__.

(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

IF THE OFFEROR IS A PARTNERSHIP, ALL OF THE PARTNERS AND ANY OFFICER, AGENT, OR OTHER PERSON WHO MAY HAVE REPRESENTED OR ACTED FOR THEM IN BIDDING FOR OR PROCURING THE CONTRACT SHALL ALSO MAKE THIS OATH.

IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.

Form C

**FULTON COUNTY CERTIFICATE OF ACCEPTANCE OF BID/PROPOSAL
REQUIREMENTS**

This Is To Certify That On This Day Bidder/Proposer Acknowledges That He/She Has Read This Bid Document, Pages _____ To _____ Inclusive, Including Addendum(s) ____ To ____, And/Or Appendices To ____, In Its Entirety, And Agrees That No Pages Or Parts Of The Document Have Been Omitted, That He/She Understands, Accepts And Agrees To Fully Comply With The Requirements Therein, And That The Undersigned Is Authorized By The Bidding/Proposing Company To Submit The Bid/Proposal Herein And To Legally Obligate The Bidder/Proposer Thereto.

Company: _____

Signature: _____

Name: _____

Title: _____

Date: _____

(Corporate Seal)

Form D

CONTRACTOR'S GEORGIA UTILITY LICENSE CERTIFICATION

Contractor's Name: _____

Utility Contractor's Name: _____

Expiration Date of License: _____

(ATTACHED COPY OF LICENSE)

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: _____

Date: _____

Form E**CERTIFICATION REGARDING DEBARMENT**

1. The Offeror certifies that neither it or its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Any such exclusion may cause prohibition of your firm from participating in any procurement by the Fulton County Government.
2. If the Offeror is unable to certify to any of the statements in this certification, such Offeror or subcontractor shall attach an explanation to this bid or proposal.

INSTRUCTIONS FOR CERTIFICATION

By signing and submitting this certification, the Offeror is providing the certification set out below:

1. The certification in this clause is a material representation of fact upon which reliance will be placed. If it is later determined that the prospective vendor knowingly rendered a false certification, the Purchasing Agent may pursue all available remedies, including suspension and/or debarment, for withdrawal of award or termination of a contract.
2. The prospective Offeror shall provide immediate written notice to the Purchasing Agent if at anytime the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. Offeror shall be under a continuing duty to immediately inform the Purchasing Agent in writing of any changes, if as a result of such changes, the Offeror certification regarding debarment is affected.

DEBARMENT ORDINANCE

The following Section 2-322 of Fulton County Code of Laws establishes the procedure for the debarment of contractors.

(a) *Authority to suspend.*

After reasonable notice to the entity involved and reasonable opportunity for that entity to be heard, the Purchasing Agent, after consultation with user department, the County Manager and the County Attorney shall have the authority to suspend an entity for cause from consideration for award of county contracts. As used in this section, the term entity means any business entity, individual, firm, contractor, subcontractor or business corporation, partnership, limited liability corporation, firm, contractor, subcontractor or business structured; provided, further, that any such entity shall also be subject to suspension under this section if any of its constituents, members, subcontractors at any tier of such entity's and the entity, or any constituent or member, knew or should have known of the commission of the act. The suspension shall be for a period not to exceed three (3) years unless cause is based on a felony conviction for an offense related or associated with fraudulent contracting or misappropriation of funds wherein the suspension shall not exceed seven (7) years.

(b) *Causes for Suspension.* The causes for suspension include:

- 1) Conviction for commission of a criminal offense as an incident to obtain or attempting to obtain a public or private contract or subcontract, or in performance of such contract or subcontract;
 - 2) Conviction of state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a county contractor.
 - 3) Conviction of state or federal anti-trust statutes arising out of the solicitation and submission of bids and proposals;
-

-
- 4) Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension action:
- a. Failure to perform in accordance with the specifications within a time limit provided in a county contract;
 - b. A recent record of failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension;
 - c. Material representation of the composition of the ownership or workforce or business entity certified to the county as a minority business enterprise; or
 - d. Falsification of any documents.
- 5) For violation of the ethical standards set forth in Fulton County Code Chapter 9, Code of Ethics.
- 6) Knowing misrepresentation to the county, of the use which a majority owned contractor intends to make a minority business enterprise (a business entity at least 51 percent of which is owned and controlled by minority persons, as defined in Fulton County Code Chapter 6, Article B, Minority

Business Enterprise Affirmative Action Program and certified as such by the County) as a subcontractor or a joint venture partner, in performing work under contract with the County.

Failure to fully and truthfully provide the information required, may result in the disqualification of your bid/proposal from consideration or termination of the Contract, once awarded. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Under penalty of perjury, I declare that I have examined this certification and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this _____ day of _____, 2006

(Legal Name of Offeror) (Date)

(Signature of Authorized Representative) (Date)

(Title)

Form F

CORPORATE CERTIFICATE

Corporations

I, _____, certify that I am the Secretary of the Corporation named as Contractor in the foregoing Bid; that _____, who signed said Bid on behalf of the Contractor was then _____ of said Corporation; that said Bid was duly signed for and on behalf of said Corporation by authority of its Board of Directors, and is within the scope of its corporate powers; that said Corporation is organized under the laws of the State of _____.

This _____ day of _____, 20 ____

(SEAL) must be affixed

Partnership or other entities:

I, _____, certify that I am authorized to sign to commit _____ named as Contractor in the foregoing Bid. That said company is formed under the laws of the State of _____.

This _____ day of _____, 20 ____ .

It is necessary to attach a letter on company letterhead and dated on or after the date of this certificate that the individual signing to commit the partnership or other entity not a corporation to the stipulations of this bid is authorized to do so. The letter should be signed by an individual working for the company who has knowledge of this fact.

Form G**BIDDER'S DISCLOSURE FORM AND QUESTIONNAIRE**

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors.

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid.

Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.
3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or had within the last five (5) years: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

LITIGATION DISCLOSURE:

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:
 - (a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;
 - (b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and
 - (c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.
-

2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?

Circle One: YES NO

3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government ?

Circle One: YES NO

4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?

Circle One: YES NO

5. Has any offeror, member of offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One: YES NO

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Offeror's most recent filings with the Securities and Exchange Commission ("SEC") may be provided if they are responsive to certain items within the questionnaire.) However, for purposes of clarity, Offeror should correlate its responses with the exhibits by identifying the exhibit and its relevant text.

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Offerors, joint venture partners and first-tier subcontractors.

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Under penalty of perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this _____ day of _____, 2006

(Legal Name of Proponent) (Date)

(Signature of Authorized Representative) (Date)

(Title)

Sworn to and subscribed before me,

this _____ day of _____, 2006

(Notary Public) (Seal)

Commission Expires _____
(Date)

END OF SECTION # 00300

S219 – Brookfield Country Club Sewer Lining

SECTION # 00310

BID BOND

No bid for a contract in Fulton County for work to be done shall be valid for any purpose unless the Contractor shall give a Bid Bond with good and sufficient surety payable to, in favor of, and for the protection of Fulton County. The Bid Bond shall be in the amount of not less than 5% of the total amount payable by the terms of the Contract. No bid shall be read aloud or considered if a proper bid bond has not been submitted.

Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Georgia.

Attestation for the corporation must be by the corporate officer; for a partnership by another partner; for an individual by a notary with the corporate seal.

BID BOND

**S219 – Brookfield Country Club Sewer Lining
FULTON COUNTY GOVERNMENT**

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____

_____ hereinafter called the PRINCIPAL, and _____

_____ hereinafter call the SURETY, a corporation chartered and existing under the laws of the State of _____ and duly authorized to transact Surety business in the State of Georgia, are held and firmly bound unto the Fulton County Government, in the penal sum of _____ Dollars and Cents (\$ _____) good and lawful money of the United States of America, to be paid upon demand of the Fulton County Government, to which payment well and truly to be made we bind ourselves, our heirs, executors, and administrators and assigns, jointly and severally and firmly by these presents.

WHEREAS the PRINCIPAL has submitted to the Fulton County Government, for S219 – Brookfield Country Club Sewer Lining , a Bid;

WHEREAS the PRINCIPAL desires to file this Bond in accordance with law:

NOW THEREFORE: The conditions of this obligation are such that if the Bid be accepted, the PRINCIPAL shall within ten (10) calendar days after receipt of written notification from the COUNTY of the award of the Contract execute a Contract in accordance with the Bid and upon the terms, conditions and prices set forth therein, in the form and manner required by the Fulton County Government, and execute sufficient and satisfactory Performance and Payments Bonds payable to the Fulton County Government, each in the amount of one hundred (100%) percent of the total contract price in form and with security satisfactory to said Fulton County Government, then this obligation to be void; otherwise, to be and remain in full force and virtue in law; and the SURETY shall upon failure of the PRINCIPAL to comply with any or all of the foregoing requirements within the time specified above immediately pay to the Fulton County Government, upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty but as liquidated damages.

In the event suit is brought upon this Bond by the COUNTY and judgment is recovered, the SURETY shall pay all costs incurred by the COUNTY in such suit, including attorney's fees to be fixed by the Court.

Enclosed is a Bid Bond in the approved form, in the amount of:

_____ Dollars

(\$_____) being in the amount of five (5%) percent of the CONTRACT Sum. The money payable on this bond shall be paid to the Fulton County Government, for the failure of the Bidder to execute a CONTRACT within ten (10) days after receipt of the Contract form and at the same time furnish a Payment Bond and Performance Bond.

IN TESTIMONY THEROF, the PRINCIPAL and SURETY have caused these presents to be duly signed and sealed this _____ day of _____, 2006.

(Signatures on next page)

ATTEST:

PRINCIPAL

(SEAL) BY _____

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as principal in the within bond; that _____, Who signed the said bond of said corporation; that I know this signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed and attested for in behalf of said Corporation by authority of its governing body.

SECRETARY

(CORPORATE SEAL)

SURETY

(SEAL) BY _____

END OF SECTION # 00310

S219 – Brookfield Country Club Sewer Lining
SECTION # 00400
CONTRACT COMPLIANCE REQUIREMENTS

Policy Statement: It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the Ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners (Board) that Fulton County Government and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board without regard to the race, color, gender or national origin of the Ownership of any such business. Similarly, it is the policy of Fulton County Government that the contracting and procurement practices of Fulton County Government should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors seeking to obtain contracts with Fulton County.

Equal Business Opportunity Plan (EBO Plan): In addition to the proposal submission requirements, each vendor **must** submit an Equal Business Opportunity Plan (EBO Plan) with the bid/proposal. The EBO Plan is designed to enhance the utilization of a particular racial, gender or ethnic group by a bidder/proposer, contractor, vendor or by Fulton County. The respondent **must** outline a plan of action to encourage and achieve diversity and equality in the available procurement and contracting opportunities with this solicitation.

The Plan **must** identify and include:

1. Potential opportunities within the scope of work of this solicitation that will allow for participation of racial, gender or ethnic groups.
2. Efforts that will be made by the bidder/proposer to encourage and solicit minority and female businesses utilization in this solicitation.

Fulton County encourages joint ventures, teaming, partnering and mentor-protégé relationships with minority and female businesses in an effort to achieve contracting and procurement diversity.

Prompt Payment: The prime contractor **must** certify in writing and **must** document on the Department of Contract Compliance's Exhibit G Form (Prime Contractor/Subcontractor Utilization Report) that all subcontractors, sub-consultants and suppliers have been promptly paid for work and materials and previous progress payments received (less any retainage by the prime contractor prior to receipt of any further progress payments). In the event the prime contractor is unable to pay subcontractors, sub-consultants or suppliers until receipt of a payment from Fulton County, the prime contractor shall pay funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County and in no event later than fifteen (15) days as provided for by state law.

COMPLIANCE PROCEDURES:

In order to be compliant with the intent and provisions of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance (99-0960), **bidders/proposers must submit the following completed documents**. Failure to provide this information shall result in the bid/proposal being deemed non-responsive:

- **Exhibit A** - Promise of Non-Discrimination
 - **Exhibit B** - Employment Report
 - **Exhibit C** - Schedule of Intended Subcontractor Utilization
 - **Exhibit D** - Letter of Intent to Perform As a Subcontractor or Provide Materials or Services
 - **Exhibit E** - Declaration Regarding Subcontractor Practices, (if applicable)
-

- **Exhibit F** - Joint Venture Disclosure Affidavit, (if applicable)
- **Equal Business Opportunity Plan (EBO Plan)** – This document is not a form. It is a statement created by the bidder/proposer on its company letterhead addressing the EBO Plan requirements.

All Contract compliance documents (Exhibits A-F and the EBO Plan) are to be placed in a **separate sealed** envelope clearly marked “**Contract Compliance**”. The EBO Plan must be submitted on company letterhead. These documents are considered a part of and should be submitted with the Technical Proposal.

The following document **must** be completed as instructed if awarded the bid:

- **Exhibit G** - Prime Contractor's Subcontractor Utilization Report

END OF SECTION # 00400

S219 – Brookfield Country Club Sewer Lining**SECTION # 00400A****EXHIBIT A – PROMISE OF NON-DISCRIMINATION**

“Know all persons by these presents, that I/We (_____),
Name

Title

Firm Name

Hereinafter “Company”, in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Contract Compliance pursuant to Section 4.4 of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance.

SIGNATURE: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

END OF SECTION # 00400A

S219 – Brookfield Country Club Sewer Lining

SECTION # 00400B

EXHIBIT B – EMPLOYMENT REPORT

The demographic employment make-up for the bidder/proposer **must** be identified and submitted with this bid/proposal. In addition, if subcontractors will be utilized by the bidder/proposer to complete this project, then the demographic employment make-up of the subcontractor(s) must be identified and submitted with this bid.

EMPLOYEES

CATEGORY	NATIVE AMERICAN		AFRICAN AMERICAN		ASIAN AMERICAN		HISPANIC AMERICAN		CAUCASIAN AMERICAN		OTHER	
	M	F	M	F	M	F	M	F	M	F	M	F
Male/Female												
Mgmt/Official												
Professional												
Supervisors												
Office / Clerical												
Craftsmen												
Laborers												
Other (specify)												
TOTALS												

FIRM'S NAME:

ADDRESS: _____

TELEPHONE NUMBER:

This completed form is for (Check one) _____ Bidder/Proposer _____ Subcontractor

Submitted by: _____ Date Completed: _____

END OF SECTION # 00400B

EXHIBIT C – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

S219 – Brookfield Country Club Sewer Lining

SECTION # 00400C

EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

If the bidder/proposer intends to subcontract any portion of this scope of work/service(s), this form **must** be completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** include Letter(s) of Intent (Exhibit D) in the bid document for all subcontractors who will be utilized under the scope of work/services.

Prime Bidder/Proposer: _____

ITB/RFP Number: _____

Project Name or Description of
Work/Service(s): _____

1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) is _____ is not _____ a minority or female owned and controlled business enterprise. (Please indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly):

2. If the Prime Bidder/Proposer is a Joint Venture, please complete Exhibit F: Joint Venture Disclosure Affidavit and attach a copy of the executed Joint Venture Agreement.

3. Sub-Contractors (including suppliers) to be utilized in the performance of this scope of work/service(s), if awarded, are:

SUBCONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

***Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); **If yes, please attach copy of recent certification.**

EXHIBIT C – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

SUBCONTRACTOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

***Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); **If yes, please attach copy of recent certification.**

EXHIBIT C – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

Total Dollar Value of Subcontractor Agreements: (\$)

Total Percentage Value: (%)

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein without prior approval of the County, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

Signature: _____ Title: _____

Firm or Corporate Name: _____

Address: _____

Telephone: () _____

Fax Number: () _____

Email Address: _____

END OF SECTION # 00400C

EXHIBIT D – LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR
OR PROVIDE MATERIALS OR SERVICES

S219 – Brookfield Country Club Sewer Lining

SECTION # 00400D

EXHIBIT D

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

OR

PROVIDE MATERIALS OR SERVICES

This form **must** be completed by **ALL** known subcontractor and submitted with the bid/proposal. The Prime Contractor **must** submit Letters of Intent for **ALL** known subcontractors at time of bid submission.

To: _____
(Name of Prime Contractor Firm)

From: _____
(Name of Subcontractor Firm)

ITB/RFP Number: _____

Project Name: _____

The undersigned is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided):

Description of Work	Project Commence Date	Project Completion Date	Estimated Dollar Amount

(Prime Bidder)

Signature _____

Title _____

Date _____

(Subcontractor)

Signature _____

Title _____

Date _____

END OF SECTION # 00400D

EXHIBIT E – DECLARATION REGARDING SUBCONTRACTING PRACTICES

S219 – Brookfield Country Club Sewer Lining

SECTION # 00400E

EXHIBIT E - DECLARATION REGARDING SUBCONTRACTING PRACTICES

If the bidder/proposer **does not intend to subcontract** any portion of the scope of work services(s), this form **must be** completed and submitted with the bid/proposal.

_____ hereby declares that it is my/our intent to
(Bidder)

perform 100% of the work required for _____
(ITB/RFP Number)

(Description of Work)

In making this declaration, the bidder/proposer states the following:

1. That the bidder/proposer does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform **all elements** of the work on this project with his/her own current work forces;
2. If it should become necessary to subcontract some portion of the work at a later date, the bidder/proposer will comply with all requirements of the County's Non-Discrimination Ordinance in providing equal opportunities to all firms to subcontract the work. The determination to subcontract some portion of the work at a later date shall be made in good faith and the County reserves the right to require additional information to substantiate a decision made by the bidder/proposer to subcontract work following the award of the contract. Nothing contained in this provision shall be employed to circumvent the spirit and intent of the County's Non-Discrimination Ordinances;
3. The bidder will provide, upon request, information sufficient for the County to verify Item Number one.

AUTHORIZED COMPANY REPRESENTATIVE

Name: _____ Title: _____ Date: _____

Signature: _____

Firm: _____

Address: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

END OF SECTION # 00400E

EXHIBIT F – JOINT VENTURE DISCLOSURE AFFIDAVIT

S219 – Brookfield Country Club Sewer Lining

SECTION # 00400F

EXHIBIT F - JOINT VENTURE DISCLOSURE AFFIDAVIT

ITB/RFP No. _____

Project Name _____

This form must be completed and submitted with the bid/proposal if a joint venture approach is to be undertaken.

In order to evaluate the extent of small, minority and female business involvement being proposed by a Bidder/Proposer, certain relevant information must be provided prior to contract award. The information requested below is to clearly identify and explain the extent of small business participation in the proposed joint venture. All items must be properly addressed before the business entity can be evaluated.

1. Firms:

1) Name of Business: _____

Street Address: _____

Telephone No.: _____

Nature of Business: _____

2) Name of Business: _____

Street Address: _____

Telephone No.: _____

Nature of Business: _____

3) Name of Business: _____

Street Address: _____

Telephone No.: _____

Nature of Business: _____

NAME OF JOINT VENTURE (If applicable): _____

ADDRESS: _____

PRINCIPAL OFFICE: _____

OFFICE PHONE: _____

EXHIBIT F – JOINT VENTURE DISCLOSURE AFFIDAVIT

Note: Attach additional sheets as required

1. Describe the capital contributions by each joint venturer and accounting thereof.
2. Describe the financial controls of the joint venture, e.g., will a separate cost center be established? Which venturer will be responsible for keeping the books? How will the expense therefore be reimbursed? What is the authority of each joint venture to commit or obligate the order?
3. Describe any ownership, options for ownership, or loans between the joint ventures. Identify terms thereof.
4. Describe the estimated contract cash flow for each joint venturer.
5. To what extent and by whom will the on-site work be supervised?
6. To what extent and by whom will the administrative office be supervised?
7. Which joint venturer will be responsible for material purchases including the estimated cost thereof? How will the purchase be financed?
8. Which joint venturer will provide equipment? What is the estimated cost thereof? How will the equipment be financed?
9. Describe the experience and business qualifications of each joint venturer.
10. Submit a copy of all joint venture agreements and evidence of authority to do business in the State of Georgia as well as locally, to include all necessary business licenses.
11. Percent of Minority/Female Business Enterprises ownership by each joint venture in terms of profit and loss sharing:

12. The authority of each joint venturer to commit or obligate the other: _____

13. Number of personnel to be involved in project, their crafts and positions and whether they are employees of the Minority/Female Business Enterprises enterprise, the majority firm or the joint venture:

EXHIBIT F – JOINT VENTURE DISCLOSURE AFFIDAVIT

14. Identification of control and participation in venture; list those individuals who are responsible for day-to-day management and policy decision-maker, including, but not limited to, those with prime responsibility for areas designated below; (use additional sheets if necessary)

<u>Name</u>	<u>Race</u>	<u>Sex</u>	Financial	Supervision
			<u>Decisions</u>	<u>Field Operations</u>
.....
.....
.....
.....
.....

In connection with any work that these firms, as a joint venture, might be authorized to perform in connection with above captioned contract, we each do hereby authorize representatives of the Fulton County Department of Contract Compliance, Departments of Purchasing and Finance, under the direction of the County Manger's Office, to examine, from time to time, the books, records and files to the extent that such relate to this County project.

EXHIBIT F – JOINT VENTURE DISCLOSURE AFFIDAVIT

WE DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT WE ARE AUTHORIZED, ON BEHALF OF THE ABOVE FIRMS, TO MAKE THIS AFFIDAVIT AND GRANT THE ABOVE PRIVILEGE.

FOR _____
(Company)

Date: _____
(Signature of Affiant)

(Printed Name)

(Company)

Date: _____
(Signature of Affiant)

(Printed Name)

State of _____:

County of _____:

On this _____ day of _____, 20____, before me, appeared _____, the undersigned known to me to be the person described in the foregoing Affidavit and acknowledge that he (she) executed the same in the capacity therein stated and for the purpose therein contained.

END OF SECTION # 00400F

S219 – Brookfield Country Club Sewer Lining

SECTION # 00500

INSURANCE

1.1 OWNER-CONTROLLED INSURANCE PROGRAM

1.1.1 INTRODUCTION

Fulton County has implemented an Owner-Controlled Insurance Program ("OCIP") that covers this Project. Certain relevant provisions of the County's OCIP are outlined below. This OCIP does not affect Fulton County Government's statutory immunity. Under the OCIP, the County shall **furnish certain portions** of the Workers' Compensation, General Liability, and Builder's Risk insurance associated with the County's construction projects. Insurance furnished under the OCIP covers the County, the Contractor and its Sub-Contractors of all tiers (with some exceptions, as described below), and other persons or interests as the County may designate in connection with the performance of the Work. As detailed below, the **Contractor** still provides certain other portions of insurance coverage not included in the OCIP.

1.1.2 DEFINITIONS SPECIFIC TO SECTION

1.1.2.1 "Owner-Controlled Insurance Program" (OCIP) means an insurance delivery method that assures the Contractor, and its Sub-Contractors of all tiers, and other persons or interests as the County may designate in connection with the performance of the work are insured for certain prescribed Statutory Workers' Compensation, Employers Liability and Commercial General Liability, and such other coverages as the County may in writing specifically add or delete for the Project.

1.1.2.2 "OCIP Administrator" means the administrator retained by the County to implement and administer the OCIP. The OCIP Administrator is Resurgens Risk Management/Willis.

1.1.2.3 The term "enrolled" applies to the entities covered under the OCIP. The Contractor is enrolled in the OCIP. The Contractor's Sub-Contractors of all tiers shall be enrolled in the OCIP, provided in general that they are performing construction work at the Project site and that the work being performed is not temporary to the project and is an elemental component of the completed project. The Contractor shall assure that all enrolled Sub-Contractors of all tiers satisfy all safety program obligations, claim management and applicable insurance requirements relative to the OCIP. The Contractor understands that all Contractor obligations set forth in the County's OCIP, whether performed directly by the Contractor or indirectly by its enrolled Sub-Contractors, are the responsibility of the Contractor. Whenever this Agreement establishes obligations for Contractor with respect to the OCIP, it shall also be deemed to establish obligations for enrolled Sub-Contractors. Certain exceptions apply to enrolled entities, as described below.

1.1.2.4 The term “non-enrolled” applies to the entities not covered under the OCIP. In general vendors, suppliers, fabricators, material dealers, drivers and others who merely transport, pick up, deliver or carry materials, personnel, parts or equipment or any other items or persons to or from the Project site shall be considered non-enrolled entities for the purpose of insurance coverage under the County’s OCIP. This non-enrolled OCIP Contractor status also applies to those contractors whose only work is temporary to the site and who are not involved in any project construction that is part of the work on the finished project. The Contractor shall assure that all non-enrolled Sub-Contractors of all tiers satisfy all safety program obligations, claim management and applicable insurance requirements relative to the OCIP.

1.1.2.5 “Agent” means the Fulton County’s designated Representative, as defined within this Agreement. For purposes of the OCIP, the County’s designated Representative shall serve as the County’s primary contact for communication with the Contractor related to the OCIP.

1.1.3 INSURANCE OBLIGATIONS OF THE COUNTY AND CONTRACTOR

1.1.3.1 INSURANCE PROVIDED BY THE COUNTY UNDER ITS OCIP.

(a) The County shall secure and thereafter maintain, except as otherwise provided herein, the insurance coverages described in Subparagraphs 1.1.3.2, 1.1.3.3, and 1.1.3.4 below, covering as insured parties the County, the Contractor and its Sub-Contractors of all tiers (except as detailed below), and such other persons or interests as the County may designate in connection with the performance of the Work, and with limits not less than those specified for each coverage (“OCIP insurance coverage”).

(b) No insurance coverage provided by the County’s OCIP shall extend to the activities or products of the following:

(i) Any person and/or organization that fabricates and/or manufactures products, materials, and/or supplies away from the Project site(s).

(ii) Any non-enrolled architect, engineer or surveyor and their consultants except where required by the Contract Documents.

(iii) Truckers, material-delivery, vendors, suppliers, and operators (as independent contractors), whose operation(s) and/or employee(s) is/are engaged solely in the loading, hauling and/or unloading of material, supplies and/or equipment to or from the Project site(s).

(iv) Any employee(s) of the Contractor or an enrolled or non-enrolled Sub-Contractor of any tier, including employee(s) of truckers, material-delivery, vendors, suppliers, and operators (as independent contractors), which is/are engaged solely in the loading, hauling and/or unloading of material, supplies and/or equipment to or from the Project site(s).

(v) Any employee(s) of the Contractor or an enrolled Sub-Contractor of any tier that does not work and/or generate payroll at the Project site(s).

(vi) Any employee(s) of the Contractor or an enrolled Sub-Contractor of any tier, not specifically required to perform Work at the Project site(s), that occasionally visits the Project site(s) to make deliveries, pick up supplies and/or personnel, to perform supervisory and/or progress inspections, or for any other reason.

(vii) Any other entity specifically to be determined by the County to be excluded.

(viii) Any leased or temporary laborers.

- (c) Unless herein otherwise specifically indicated, the policies set forth in Subparagraphs 1.1.3.2, 1.1.3.3 and 1.1.3.4 below shall cover only those operations of the insured parties performed at the Project site or sites incidental to the Work called for in this Owner-Contractor Agreement.
- (d) The County assumes no obligation to provide insurance other than that evidenced by the policies referred to in Subparagraphs 1.1.3.2, 1.1.3.3 and 1.1.3.4. Furthermore, any obligation of the County to provide insurance under its OCIP is expressly limited to the insurance referred to in Subparagraphs 1.1.3.2, 1.1.3.3 and 1.1.3.4. The County, however, reserves the right to furnish insurance coverage of various types and limits, provided that such coverage shall not be less than that specified below (so long as such insurance and limits are reasonably available in the insurance market) and provided that the costs of such insurance shall be borne by the County.

1.1.3.2 WORKERS' COMPENSATION INSURANCE

Workers' Compensation insurance in statutory limits of the Workers' Compensation laws of the State of Georgia, with Coverage B - Employer's Liability, to limits of not less than one million dollars (\$1,000,000) covering operations of the insured parties at the Project site. Coverage under the Broad Form All States extension is also included. This insurance is primary for all occurrences at the Project site.

1.1.3.3 LIABILITY INSURANCE (EXCLUDING MOTOR VEHICLE LIABILITY)

- (a) Liability insurance (excluding Motor Vehicle Liability) under a Commercial General Liability insurance policy and covering the insured parties in connection with the performance of the Work at the Project site, including hazards of operations (explosion, collapse and underground exposures), independent contractors, employees as additional insureds, completed operations (for 5 years after final completion of the Work), contractual liability coverage (for contracts related to the Work), personal injury liability coverage, and excess Employer's Liability coverage for claims arising out of the Work hereunder, for personal injury, bodily injury, and property damage, in policies of insurance such that the total available limits to all insureds combined will not be less than twenty-five million dollars (\$25,000,000) combined single limits for each occurrence and aggregates, as applicable.
- (b) Notwithstanding the actual policy deductible, the Contractor shall be liable for a deductible not to exceed five thousand dollars (\$5,000) each occurrence, to the extent losses payable are attributable to, involve, or relate to the performance, actions, errors, omissions, or negligence of the Contractor or its Sub-Contractors, uninsured parties, or any other entity or person for whom it may be responsible. The Contractor's deductible shall include the costs of defense, including court costs and attorneys' fees of a covered OCIP claim and shall not be construed to affect the Contractor rights to indemnify the County under the contract. All such deductibles shall be collected as part of the Contract close-out process and final payment.
- (c) The insurance provided under the OCIP will not extend coverage for products liability to any insured party or uninsured party. However, Products/Completed Operations liability arising from manufacturing or assembly of items manufactured or assembled at the Project site, as required by the contract, is covered.

1.1.3.4 ALL RISK BUILDER'S RISK, INCLUDING TRANSIT

- (a) All Risk Builder's Risk, including transit and installation risks, insuring the interest of the County, the Contractor and its Sub-Contractors, providing coverage on an All Risk basis, including, but not limited to, coverage against flood, fire, lightning, wind damage, hail, explosion, riot or civil commotion, aircraft and other vehicles, and collapse.
- (b) The policies for such insurance will be secured and maintained by the County in a form and amount as determined by Fulton County. The amount may be amended depending on the amount of a specific project.
- (c) Coverage will include materials, supplies and equipment that are intended for specific installation in the Work while such materials, supplies and equipment are located at the Project site, in transit or while temporarily located away from the Project site for the purpose of repair, adjustment or storage at the risk of one of the insured parties.
- (d) Except as otherwise provided in Subparagraph 1.1.3.4(c), this insurance will not include coverage for tools or clothing of workers, or tools, equipment, protective fencing, scaffolding, temporary structures, coffer damming, pipe stalling or bracing, or forms owned, rented or used by the Contractor, its Sub-Contractors, or uninsured parties and used in the performance of the Work, unless such items are specifically identified in this Agreement and their values declared under the Builder's Risk insurance policy.
- (e) The County, its officers, agents, employees and consultants rendering services at the Project site, and the OCIP Administrator will not be liable or responsible for loss or damage to the items excluded in Subparagraph 1.1.3.4(d), and the Contractor shall indemnify and hold harmless the County, its officers, agents, employees, its consultants rendering services at the Project site, the OCIP Administrator, and other Project contractors and their Sub-Contractors from claims or causes of action brought by any person or parties as a result of loss or damage to such excluded items.
- (f) The Builder's Risk policy will be endorsed waiving the carrier's rights of recovery under subrogation against the County, its officers, agents, employees and consultants rendering services at the Project site, the OCIP Administrator, and the Contractor and its Sub-Contractors, whose respective interests are insured under such policy.
- (g) Notwithstanding the actual policy deductible, the Contractor shall be liable for a deductible not to exceed five thousand dollars (\$5,000) each occurrence for all perils excluding theft and mysterious disappearance, and twenty-five thousand dollars (\$25,000) each occurrence for theft and mysterious disappearance. All such deductibles shall be collected as part of the Contract close-out process and final payment.

1.1.3.5 CONTRACTOR RETAINS VARIOUS OBLIGATIONS

Nothing contained herein, or in any document referenced herein, shall relieve, limit or be construed to relieve or limit the Contractor, its Sub-Contractors or uninsured parties of responsibility or obligations otherwise imposed by the Contract. The OCIP shall not be construed as limiting, among other things:

- (a) The extent to which the Contractor may be held legally responsible for damages to persons or property.
- (b) The Contractor's indemnity obligations under this Agreement.

1.1.3.6 CONTRACTOR RESPONSIBILITY TO REPAIR DEFECTIVE OR DAMAGED WORK

- (a) Notwithstanding the provisions of this Agreement, and until final acceptance of the Work by the County, the Contractor shall have full and complete charge and care of the Work or any portion thereof (including the Owner-furnished supplies, material, equipment or other items to be utilized or incorporated in the Work).
- (b) The Contractor shall rebuild, repair, restore and make good losses of, and injuries or damages to, the Work or any portion thereof (including the Owner-furnished supplies, material, equipment or other items to be utilized with, or incorporated in, the Work and which are in the Project site) before final acceptance of the Work. Such rebuilding, repair or restoration shall be at the Contractor's sole cost and expense provided, however, the County will make available applicable proceeds from the Builder's Risk policy provided by the County, as specified in Section 1.1.3.4.

1.1.3.7 ADDITIONAL INSURED

The Additional Insured on the County's OCIP policies shall include Fulton County; the County's officers, agents, employees, and consultants; the OCIP Administrator; and Contractors, including their Sub-Contractors of any tier (but excluding suppliers, vendors, material-delivery, truckers or haulers) whom Fulton County has contracted with and for whom the County has agreed to furnish coverage under the OCIP.

1.1.3.8 OWNER'S RIGHT TO AUDIT

- (a) The Contractor hereby warrants to the County the accuracy of the information provided on the OCIP Insurance Information Form submitted with its bid, and agrees that the County, its officers, agents, insurance carriers and the OCIP Administrator may audit the records of the Contractor and its Sub-Contractors to confirm the accuracy of the information provided, including, but not limited to, the accuracy of all estimated payrolls, and to ascertain any effect on insurance resulting from changes in the Work. The audit will be held during the Contractor's normal business hours at the office of the Contractor or at another mutually agreeable location.
- (b) The County shall be entitled to credits in OCIP insurance premiums that may accrue as a result of the audit.
- (c) The Contractor shall maintain or cause to be maintained sufficient records as may be necessary to audit its compliance and its Sub-Contractors' compliance with the requirements of the OCIP.

1.1.3.9 ASSIGNMENT

The Contractor and each of its Sub-Contractors of any tier shall assign to the County all return premiums, premium refunds, dividends and other monies due or to become due in connection

with the insurance provided by the County. The Contractor and its Sub-Contractors of any tier shall execute such other further documentation as may be required by the County to effectuate this assignment.

1.1.3.10 OCIP CLAIMS

The Contractor, its Sub-Contractors and uninsured parties shall assist the County, its agents, and the OCIP Administrator and provide the utmost cooperation in the adjustment of claims arising out of the operations conducted under, or in connection with, the Work and shall cooperate with the County's insurance carriers in claims and demands that arise out of the Work and that the insurance carriers are called upon to adjust or resist.

1.1.3.11 LIMITATIONS ON OCIP COVERAGES

Although the scope of coverages afforded under this program may provide coverage beyond the scope required by the Owner-Contractor Agreement in the absence of an OCIP, the County makes no warranty or representation that such broad coverage will remain in effect throughout the duration of the Work. The County further does not warrant or represent that the OCIP coverages constitute an insurance portfolio, which adequately addresses all the risk faced by the Contractor or its Sub-Contractor(s). The Contractor and Sub-Contractors of every tier shall satisfy themselves as to the existence, extent and adequacy of the OCIP coverages prior to the commencement of the Work. The cost to obtain any "extra" coverages shall be the responsibility of the Contractor. The County shall not assume any responsibility for the premium cost of any "extra" insurance. The County shall issue Certificates of Insurance and make available copies of specimen insurance policies at the time of the Notice to Proceed.

1.1.3.12 ALTERNATIVE INSURANCE

In the event the County, after commencement of the Work, is unable to furnish, or elects not to furnish or to continue to furnish, the insurance coverage herein described, and upon 30 days written notice from the County, the following shall be required:

- (a) The Contractor shall secure and maintain all, or as much of the insurance herein described, as the County designates, at the County's expense, and the County will thereafter no longer be obligated to furnish such insurance.
- (b) All insurance secured by the Contractor or its Sub-Contractors pursuant to this subparagraph shall be in policies subject to the prior written approval of the County as to form, content, limits of liability, cost and issuing company as outlined in the "Base Bid" version of this Section 00500, i.e., as if the OCIP had not been implemented for the Project.

1.1.3.13 PROCEDURES AND SERVICES

The Contractor shall fully comply with, and shall require its Sub-Contractors of any tier to fully comply with, all of said plans, procedures and services, including but not limited to, completion of all necessary applications for coverage, prompt and full compliance with all audit requests and claim reporting procedures, and full compliance with the safety, loss prevention and loss control programs implemented by, or at the request of the County.

1.1.3.14 INSURANCE NECESSARY FOR THE WORK, BUT COVERING OPERATIONS OUTSIDE

THE OCIP

- (a) The Contractor shall, for the duration of this Agreement, provide and maintain insurance and shall require each Sub-Contractor to provide and maintain insurance of the type and in the limits as described in Paragraph 1.2, which is intended to cover employee injury, personal injury, bodily injury and property damage liability for ongoing operations work performed away from the Project site.
- (b) The insurance described in Subparagraphs 1.2.1.2.B (Motor Vehicle Liability) and 1.2.1.2.D (Professional Liability) shall apply to Work performed by both enrolled and non-enrolled entities both at and away from the Project site, and shall be provided and maintained for the duration of this Agreement. Such insurance shall name the parties required to secure same as insureds and shall be in a form and through issuing companies acceptable to the County. Such insurance shall contain a defense of suits provision.
- (c) The Contractor shall assure that all non-enrolled entities provide and maintain, for the duration of this Agreement, insurance of the type and in the limits as described in Paragraph 1.2, which shall cover those entities for employee injury, personal injury, bodily injury, and property damage liability for any Work performed at the Project site.

1.1.3.15 CONTRACTOR OCIP OBLIGATIONS

- (a) The Contractor and each of its Sub-Contractors shall:
 - (i) Furnish to Fulton County's designated Representative all information and documentation that the County may require from time to time, in connection with the issuance of policies under this Agreement, in such form and substance as the OCIP Administrator may prescribe.
 - (ii) Furnish to the County's designated Representative monthly certified payroll and accident summary reports on forms provided by the OCIP Administrator, and payroll records, as required.
 - (iii) Segregate their respective reports relating to the Work for which OCIP coverage is herein provided, from their records relating to other work for which such coverage is not provided.
 - (iv) Promptly comply with the recommendations of the OCIP insurance carriers, as submitted through the County's designated Representative.
- (b) The Contractor shall not violate or knowingly permit to be violated any conditions of the policies of insurance provided by the County under the terms of this Agreement, and shall at all times satisfy the requirements of the issuing insurance companies.
- (c) The Contractor shall assure that all OCIP requirements imposed upon and to be performed by the Contractor shall likewise be imposed upon, assumed and performed by each of its Sub-Contractors and uninsured parties with whom it or its Sub-Contractors have a contractual relationship and are performing work under the Contract.

INSURANCE REQUIREMENTS

- (d) The Contractor shall furnish each bidding and negotiating Sub-Contractor, vendor, supplier, material dealer or other person or business entity that may provide goods or services in connection with the Work, a copy of this document describing the insurance requirements for the Contractor, and its Sub-Contractors shall require each to impose the same requirement in their subcontracting and procurement procedures.
- (e) If the Contractor or any of its Sub-Contractors should fail to comply with the requirements of this document, the County may withhold payments due to the Contractor or suspend the Work until such time as the Contractor and its Sub-Contractors have performed such obligations to the reasonable satisfaction of the County.
- (f) The Contractor agrees that the Contract Sum includes all costs of complying with the OCIP, as herein described.

1.1.3.16 NOTICES, COSTS AND LOSSES

- (a) All policies of insurance that either the Contractor, its Sub-Contractors, or the County is required to secure and maintain, shall be endorsed to provide that the insurance company shall notify the County, the Contractor, and each Named Insured at least thirty (30) days prior to the effective date of any cancellation or modification of such policies.
- (a) The Contractor shall furnish to the County's designated Representative certificates of insurance for insurance required to be maintained by the Contractor and its Sub-Contractors, as provided herein. Prior to the issuance of the Notice to Proceed, the Contractor shall not be permitted on the Project site.
- (c) The County will pay the cost of the premiums for the insurance described above as being provided by the County, and the County will receive and pay, as the case may be, all adjustments in such costs, whether by way of dividends or otherwise. The Contractor shall execute such instruments of assignment as may be necessary to permit the County's receipt of such adjustments and shall cause all Sub-Contractors covered by such insurance to do the same.
- (d) The Contractor shall be responsible for the payment of the deductible amounts indicated in Subparagraphs 1.1.3.3 and 1.1.3.4. If the actual County-provided OCIP policies have deductible amounts greater than those indicated in Subparagraphs 1.1.3.3 and 1.1.3.4, such excess amounts will be paid by the Contractor.
- (e) The Contractor shall be responsible for all losses greater than OCIP policy limits.
- (f) Payments by the insurer for all losses covered under the All Risk Builder's Risk policy, as specified in Section 1.1.3.4, will be made to the County. The County will make proceeds from the Builder's Risk policy available to the Contractor for rebuilding work damaged by covered perils.

1.1.3.17 SUBROGATION AND WAIVER

- (a) The Contractor shall require all policies of insurance that are related to the Work and that are secured and maintained by the Contractor and its Sub-Contractors to include clauses providing that each underwriter and carrier shall waive all of their respective rights of

INSURANCE REQUIREMENTS

recovery, under subrogation or otherwise, against the County, its officers, agents, employees and consultants rendering services at the Project site, the OCIP Administrator, the Contractor and its Sub-Contractors, regardless of tier, and all other Project contractors and their Sub-Contractors, regardless of tier.

- (b) The Contractor waives all rights of recovery against its Sub-Contractors, the County, its officers, agents, employees and consultants rendering services at the Project site, the OCIP Administrator, and other Project contractors and their Sub-Contractors, regardless of tier, that the Contractor may have or acquire because of deductible clauses in or inadequacy of limits of policies of insurance that are in any way related to the Work and that are secured and maintained by the Contractor.
- (c) The Contractor shall require its Sub-Contractors of every tier to waive the rights of recovery in the same manner (as waived in the preceding paragraph by the Contractor) against the County, its officers, agents, employees and consultants rendering services at the Project site, the OCIP Administrator, the Contractor, and other Project contractors and their Sub-Contractors, regardless of tier.

1.1.3.18 COVERAGE DETERMINED BY POLICY

The coverages referred to above are set forth in full in the respective policy forms, and the foregoing descriptions of such policies are not intended to be complete, or to alter or amend any provision of the actual policies, and in matters, if any, in which the said description may be conflicting with such instruments, the provisions of the policies of the insurance shall govern.

1.2 CONTRACTOR'S LIABILITY INSURANCE

1.2.1 Pursuant to the exclusions of the Owner-Controlled Insurance Program (OCIP) described in Paragraph 1.1 above, the Contractor shall purchase and maintain during the life of this Agreement, from a company or companies licensed to do business in its agents and acceptable to the County, such insurance as shall fully protect him, the County, any other Professional Consultant or Architect or Engineer hired by the County, and any parties, consultants, or Sub-Contractors performing work covered by this Agreement from any and all claims, including those resulting from bodily injury (including accidental death), professional liability of the property damage (other than to the work itself) or personal injury which may arise or result from the Contractor's operations under this Agreement **which are not covered under the OCIP**, whether such operations be by himself or by any Sub-Contractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

- (a) Said insurance shall specifically provide coverage during the life of this Agreement to the County, its agents, any Professional Consultant or Architect or Engineer hired by the County, and any Sub-Contractor performing work covered by this Agreement for claims made by any persons, including the employees and parties in privity of the contract with the Contractor, claiming injury as a result of the performance of the Project.
- (b) At a minimum, such insurance must include but not necessarily be limited to:
 - (i) Worker's Compensation and Employer's Liability insurance (**for all operations away from the Project site**);
 - (ii) Motor Vehicle Liability insurance, covering all motor vehicles, whether owned, non-owned, or hired (**for all operations both at and away from the Project site**);

INSURANCE REQUIREMENTS

- (iii) Comprehensive (or Commercial) General Liability insurance, with Broad Form Liability endorsement. Comprehensive (or Commercial) General Liability policy with Broad Form Liability endorsement shall be further endorsed naming County, Program Manager, Construction Manager, and County's Professional Consultants as additional insured **(for all operations away from the Project site)**.
- (iv) Professional Liability insurance, specifying that the Contractor shall be responsible to the County for acts, errors and omissions of the Contractor's directors, officers, employees and parties in privity of the contract with the Contractor to perform a portion of the work, including their agents and employees **(for all operations both at and away from the Project site)**. The Contractor shall require the architects and the engineers that are responsible for the design and engineering to purchase and maintain liability insurance with no less coverage than \$1,000,000.00 or 10% of the construction value of the Work, whichever is greater, throughout the duration of the project and for two years following the Date of Substantial Completion.

1.2.2 The insurance required by Subparagraph 1.2.1 above shall be written for not less than the following liability limits, or greater if required by law. Evidence of such insurance shall be provided PRIOR to the day of actual work being performed (refer to OCIP Enrollment procedures provided by the OCIP Administrator for more assistance, or contact Fulton County's designated Representative.)

(a) Worker's Compensation

Each Accident	GA Statutory Limits
Disease – Policy Limit	\$500,000
Disease – Each Employee	\$500,000
Employers Liability	\$500,000

General Liability

Bodily Injury/Property Damage	\$1,000,000
Personal Injury	\$1,000,000
General Aggregate	\$2,000,000

Automobile Liability

Bodily Injury	\$1,000,000 CLS
---------------	-----------------

<u>Excess/Umbrella</u>	<u>\$2,000,000.</u>
------------------------	---------------------

(In excess of above noted coverages)

As specified and required in the Contract

Professional Liability (required if bid/quote for professional services)

Limit of \$1,000,000 or 10% of Contract value, whichever is greater.

Note: The Contractor shall provide and shall require all Sub-Contractors performing work under this Agreement to obtain an insurance certificate showing proof of insurance coverage conforming to the above limits, and showing FULTON COUNTY GOVERNMENT as the "Certificate Holder" and "Additional Insured" without such certificate, the Contractor and any Sub-contractor are considered NON-ENROLLED in OCIP, and cannot commence work.

USE OF PREMISES

Contractor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of Fulton County Government and shall not unreasonably encumber the premises with its materials.

PROTECTION OF PROPERTY

Contractor will adequately protect its own work from damage, will protect Fulton County Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, Fulton County Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by Contractor/Vendor, its directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection (directly or indirectly) with its acceptance, or the performance, or nonperformance, of its obligations under these agreements. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.

Contractor/Vendor's obligation to protect, defend, indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Contractor/Vendor further agrees to protect, defend, indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Contractor/Vendor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

If the bid/quotation involves construction services Contractor/Vendor will be responsible fully for any and all damage to the work during the course of construction, until the point of Final acceptance by Fulton County.

FULTON COUNTY ACKNOWLEDGES THAT ALL PROVISIONS OF THIS INDEMNITY AGREEMENT MAY NOT BE APPLICABLE TO THE CONTRACTOR/VENDOR'S BUSINESS. TO THE EXTENT THAT CONTRACTOR/VENDOR MAY DEMONSTRATE SUCH NONAPPLICABILITY, FULTON COUNTY MAY NEGOTIATE AMENDMENTS TO THIS AGREEMENT AS THE CIRCUMSTANCES DICTATE.

CONTRACTOR/VENDOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT, AND THE REPRESENTATIVE OF THE CONTRACTOR/VENDOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR/VENDOR.

COMPANY: _____ SIGNATURE: _____

NAME: _____ TITLE: _____

DATE: _____

S219 – Brookfield Country Club Sewer Lining

SECTION # 00540

OCIP INSURANCE INFORMATION FORM

The attached form is required to be completed and submitted by Bidder and its subcontractors. Refer to the instruction sheet attached to the form for specific instructions.

OCIP INSURANCE INFORMATION FORM

OCIP Insurance Information Form Instructions (one page) follows

OCIP INSURANCE INFORMATION FORM

**FULTON COUNTY OCIP
INSURANCE COST IDENTIFICATION WORKSHEET**

Contractor _____ **Indv** _____ **Ptshp** _____ **Corp** _____ **J/V** _____

Address _____ FEIN _____

Office Contact: _____ Phone _____ Fax: _____

Site Contact _____ Phone _____ Fax: _____

Safety Contact _____ Phone _____ Fax: _____

CONTRACT INFORMATION – Contract Value: \$ _____ **JOB#:** _____

Job Name Description _____

Awarding Contractor: _____ Prime Contractor: _____

Start Date: _____ Est. Completion Date _____ %Self Performed _____ Est. Manhours _____

% Subcontracted: _____ Est. # of Subcontractors _____

CURRENT INSURANCE INFORMATION; REQUIRED INSURANCE COVERAGES AND LIMITS ARE SHOWN IN THE BID AND CONTRACT DOCUMENTATIONS. INFORMATION DISCLOSED ON THIS FORM IS SUBJECT TO AUDIT AND ADJUSTMENT THROUGHOUT THE TERM OF THE CONSTRUCTION OF PROJECT

CONTRACTOR'S INSURANCE BROKER OR AGENT:

Company Name _____ **Contract:** _____

City _____ **Phone:** _____

WORKER'S COMPENSATION

Current WC Ins. Co.: _____ Policy Period _____

Experience Modifier: _____ Rate Date: _____ Deductible _____ Retention: _____

A. Workers' Compensation (Project Site Payroll Only)

Attach additional pages if required

W.C. Classification	W.C. Code	W.C. Rate/ \$100 Payroll	Estimated Payroll*	Premium
1.				
2.				
3.				
4.				
5.				
6.				
Subtotal				
* Although credits should be identified, the only allowable credits are Experience Modifier and Premium Discount It is extremely important to accurately estimate payrolls anticipated for this contract. Payroll should be raw wages <u>without</u> burden, fringes, or overtime premium; but should include sick, vacation, holiday pay and imputed income. <u>Attach a copy of your declaration page and schedule rate sheets</u>			Increases Limit Factor: _____ %	\$
			Experience Modifier	\$
			Discounts or Surcharges	\$
			Deductible/Self Insured Retention Credit* OR *Expected Losses within Deductible/Self Insured Retention	\$
			Total Workers' Compensation Premium	A \$

NO CERTIFICATES OF INSURANCE OR POLICIES WILL BE PROVIDED UNDER THE OCIP UNTIL THIS FORM IS RECEIVED.

OCIP INSURANCE INFORMATION FORM

**FULTON COUNTY OCIP
INSURANCE COST IDENTIFICATION WORKSHEET**

GENERAL LIABILITY

Current GL Ins. Co.: _____ Policy Period _____

Current GL rate is based on _____ Payroll or _____ Receipts per _____ \$100 _____ \$1,000 or Flat Premium _____

Deductible _____ Retention \$: _____

B. General Liability (Project Site Payroll/Receipts Only)				
Attach additional pages if required				
G.L. Classification	G. L. Code	G.L. Rate	Estimated Payroll/Receipts *	Premium
1.				
2.				
3.				
4.				
<i>It is extremely important to accurately estimate payrolls anticipated for this contract. <u>Attach a copy of your declaration page and schedule rate sheet.</u></i>			Deductible/Self Insured Retention Credit	\$
			OR	
			Expected Losses within Deductible/Self Insured Retention	\$
			Total General Liability Premium	B\$
C. Estimated Subcontractor Premiums FORM-1 MUST BE COMPLETED BY AWARDED CONTRACTOR FOR EACH SUBCONTRACTOR.				C\$
D. Umbrella Excess Name of Insurer: _____		Rate: _____ Term: _____	Per \$ _____	D\$
E. Builder's Risk Name of Insurer: _____		Rate: _____ Term: _____	Per \$ _____	E\$
F. TOTAL PREMIUMS (A+B+C+D+E) This amount must equal the insurance credit indicated on your bid proposal.				F\$
"Total Premiums" indicated in F represent the amount of insurance premiums the contractor has excluded from the bid amount since the Owner is furnishing the construction insurance.				

It is each Contractor's responsibility to notify its own insurance carrier to exclude all work to be done under this contract from your current insurance program.

AGREEMENT

Fulton County, Georgia, as sponsor of the OCIP, or their Agent, is granted permission by Contractor to inspect the insurance and payroll records used in determining the above credit. Fulton County will deduct the above amount from Contractor's bid to determine contract amount. At completion of the Work, Fulton County's Agent shall audit the project payroll records of Contractor and adjust Contract amount for final audited insurance premiums in accordance with the insurance premium audit provisions of the insurance policy. Any and all returns of premiums, dividends, discounts or other adjustments to any OCIP policy is assigned, transferred and set over absolutely to Fulton County. This assignment is valid for insurance policies whose premiums have been paid by Fulton County on behalf of such Contractor.

Signed _____ Title _____ Date _____

NO CERTIFICATES OF INSURANCE OR POLICIES WILL BE PROVIDED UNDER THE OCIP UNTIL THIS FORM IS RECEIVED.

INSTRUCTIONS

Specific instructions for completing the "OCIP Insurance Information Form":

Section I: Workers' Compensation

- A. For project site operations only, report the classifications, codes, experience modifier and rates and payroll estimates used in your appropriate workers compensation policy. Provide the name of your regular workers' compensation carrier, along with your policy effective dates and Federal Employer ID#.
- B. If your regular W.C. program includes a deductible or retention level, include allocated losses you would expect within that deductible/retention on this Project.

Section II: General Liability

- A. Use the appropriate rates and payroll estimates applicable to on-site project operations as outlined in your appropriate policy.
- B. If your regular G.L. program includes a deductible or retention level, include allocated losses you would expect within that deductible/retention on this Project.

Section III: Excess/Umbrella Liability

- A. Use the appropriate rates applicable to on-site project operations as outlined in your appropriate policy.
- B. If you presently do not carry an Excess or Umbrella liability policy, contact your insurance representative or broker for an estimate.

Section IV: Completed Operations (1 Year)

Use the appropriate rates applicable to on-site project operations as outlined in your appropriate policy.

Section V: Subcontractor Premiums and Allocated Losses (excluding Motor Vehicle)

- A. If lower-tier contractors (subcontractors or sub-subcontractors) are included in your bid, you must provide them with a set of these forms and instructions. Attach the lower-tier contractors' forms to your submission. (Reference O.C.I.P. contract language for information regarding which entities are eligible for coverage under the O.C.I.P.)
- B. If lower-tier contractors have a deductible or retention level within their insurance program, they must also include allocated losses which they would expect within that deductible/retention on this Project.

Section VI: Overhead & Profit on Insurance Premiums

Enter the overhead and profit percentage your firm adds to the insurance premiums (5%, 10%, etc.).

END OF SECTION # 00540

S219 – Brookfield Country Club Sewer Lining

SECTION # 00600

SAMPLE CONTRACT AGREEMENT

Contractor: _____ Project No. _____
Address: _____ Telephone: _____
Contact: _____ Facsimile: _____

THIS AGREEMENT is effective as of the _____ day of _____, 2005, by and between Fulton County, a political subdivision of the State of Georgia (hereinafter called the "County"), and the above named CONTRACTOR in accordance with all provisions of this Construction agreement, consisting of the following Contract Documents:

General Conditions
Special Conditions
Bid Form
Quantities and Pricing
Scope of Work and Technical Specifications
Drawings and Specifications
Exhibits
Insurance Forms
Purchasing Forms
Office of Contract Compliance Forms

WITNESSETH: That the said Contractor has agreed, and by these presents does agree with the said County, for an in consideration of a Contract Price of _____ (\$ _____) and other good and valuable consideration, and under the penalty expressed on Bonds hereto attached, to furnish all equipment, tools, materials, skill, and labor of every description necessary to carry out and complete in good, firm, and substantial, and workmanlike manner, the Work specified, in strict conformity with the Drawings and the Specifications hereinafter set forth, which Drawings and Specifications together with the bid submittals made by the Contractor, General Conditions, Special Provisions, Detailed Specifications, Exhibits, and this Agreement, shall all form essential parts of this Contract. The Work covered by this Contract includes all Work indicated on Plans and Specifications and listed in the Bid entitled:

Project Number: **S219**

Project Name: **Brookfield Country Club Sewer Lining**

The Contractor shall commence the Work with adequate force and equipment within 10 days from receipt of Notice to Proceed from the County, and shall complete the work within **240 calendar** days from the Notice to Proceed or the date work begins, whichever comes first. The Contractor shall remain responsible for performing, in accordance with the terms of the contract, all work assigned prior to the expiration of the said calendar days allowed for completion of the work even if the work is not completed until after the expiration of such days.

*For each calendar day that any work remains uncompleted after the time allowed for completion of the work, the Contractor shall pay the County the sum of **\$1,000.00 DAILY LD** not as a penalty but as liquidated damages, which liquidated damages the County may deduct from any money due the contractor. At the County's convenience and not to it prejudice the County may provide written notice of the commencement of the assessment of liquidated damages.*

As full compensation for the faithful performance of this Contract, the County shall pay the Contractor in accordance with the General Conditions and the prices stipulated in the Bid, hereto attached.

It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the Surety Bonds hereto attached for its faithful performance, the County shall deem the surety or sureties upon such bonds to be unsatisfactory, or, if, for any reason, such bonds cease to be adequate to cover the performance of the Work, the Contractor shall, at his expense, within five days after receipt of notice from the County so to do, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the County. In such event no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the Work shall be furnished in manner and form satisfactory to the County.

The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any and all persons, including the Contractor's agents, servants, and employees, and in addition thereto, for any and all damages to property caused by or resulting from or arising out of any act or omission in connection with this contract or the prosecution of work hereunder, whether caused by the Contractor or the Contractor's agents, Servants, or employees, or by any of the Contractor's subcontractors or suppliers, and the Contractor shall indemnify and hold harmless the County, the Construction Manager, or any of their subcontractors from and against any and all loss and/or expense which they or any of them may suffer or pay as a result of claims or suits due to, because of, or arising out of any and all such injuries, deaths and/or damage, irrespective of County or Construction Manager negligence (except that no party shall be indemnified for their own sole negligence). The Contractor, if requested, shall assume and defend at the Contractor's own expense, any suit, action or other legal proceedings arising there from, and the Contractor hereby agrees to satisfy, pay, and cause to be discharged of record any judgment which may be rendered against the County and the Construction Manager arising there from.

In the event of any such loss, expense, damage, or injury, or if any claim or demand for damages as heretofore set forth is made against the County or the Construction Manager, the County may withhold from any payment due or thereafter to become due to the Contractor under the terms of this Contract, an amount sufficient in its judgment to protect and indemnify it and the Construction Manager from any and all claims, expense, loss, damages, or injury; and the County, in its discretion, may require the Contractor to furnish a surety bond satisfactory to the County providing for such protection and indemnity, which bond shall be furnished by the Contractor within five (5) days after written demand has been made therefore. The expense of said Bond shall be borne by the Contractor. **[See General Conditions for similar provisions]**

This Contract constitutes the full agreement between the parties, and the Contractor shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm or corporation without the previous consent of the County in writing. Subject to applicable provisions of law, this Contract shall be in full force and effect as a Contract, from the date on which a fully executed and approved counterpart hereof is delivered to the Contractor and shall remain and continue in full force and effect until after the expiration of any guarantee period and the Contractor and his sureties are finally released by the County.

This agreement was approved by the Fulton County Board of Commissioner on [Insert approval date and item number].

[SIGNATURES NEXT PAGE]

Attest:

NAME OF CONTRACTOR

By: _____

Title: _____

Seal (Affix)

Attest: FULTON COUNTY, GEORGIA

By: _____
Mark Massey, Clerk to the Commission

By: _____
Karen Handel, Chair
Board of Commissioners

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

By: _____
County Attorney

By: _____
Angela Parker, Director
Department of Public Works

S219 – Brookfield Country Club Sewer Lining

SECTION # 00610

PERFORMANCE BOND REQUIREMENTS

No contract with Fulton County for work to be done shall be valid for any purpose unless the Contractor shall give a Performance Bond with good and sufficient surety payable to, in favor of and for the protection of Fulton County. The Performance Bond shall be in the amount of at least the total amount payable by the terms of the Contract and shall be written on the enclosed form.

Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business as a surety in Georgia.

Attestation for the corporation must be by the corporate officer; for a partnership by another partner; for an individual by a notary with the corporate seal.

(Remainder of the Page intentionally left blank.)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS [insert name contractor] (hereinafter called the “Principal”) and [insert name of surety] (hereinafter called the “Surety”), are held and firmly bound unto **FULTON COUNTY**, a political subdivision of the State of Georgia (hereinafter called the “County”) and their successors and assigns, the penal sum of [100% of contract amount], lawful money of the United States of America, for the payment of which the principal and the Surety bind themselves, their administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written contract (Contract) with the County, dated _____, which is incorporated herein by reference in its entirety, for the [name of project], more particularly described in the Contract (herein called the “Project”); and

NOW, THEREFORE, the conditions of this obligation are as follows, that if the Principal shall fully and completely perform all the undertakings, covenants, terms, conditions, warranties, and guarantees contained in the Contract, including all modifications, amendments, changes, deletions, additions, and alterations thereto that may hereafter be made, then this obligation shall be void; otherwise it shall remain in full force and effect.

Whenever the Principal shall be, and declared by the County to be, in default under the Construction-Type Contract, the Surety shall promptly remedy the default as follows:

1. Complete the Contract in accordance with its terms and conditions; or, at the sole option of the County,
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the Surety and the County of the lowest responsible bidder, arrange for a contract between such bidder and County and make available as the work progresses (even though there should be a default or succession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the penal sum set forth in the first paragraph hereof, as may be adjusted, and the Surety shall make available and pay to the County the funds required by this Paragraph prior to the payment of the County of the balance of the contract price, or any portion thereof. The term “balance of the contract price,” as used in this paragraph, shall mean the total amount payable by the County to the Contractor under the Contract, and any amendments thereto, less the amount paid by the County to the Contractor; or, at the sole option of the County,
3. Allow County to complete the work and reimburse the County for all reasonable costs incurred in completing the work.

In addition to performing as required in the above paragraphs, the Surety shall indemnify and hold harmless the County from any and all losses, liability and damages, claims, judgments, liens, costs and fees of every description, including reasonable attorney’s fees, litigation costs and expert witness fees, which the County may incur, sustain or suffer by reason of the failure or default on the part of the Principal in the performance of any or all of the terms, provisions, and requirements of the Contract, including any and all amendments and modifications thereto, or incurred by the County in making good any such failure of performance on the part of the Principal.

The Surety shall commence performance of its obligations and undertakings under this Bond promptly and without delay, after written notice from the County to the Surety.

The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and any other amendments in or about the

PERFORMANCE BOND REQUIREMENTS

Contract, and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, change in payment terms, and amendments.

The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment to the Contract, so as to bind the Principal and the Surety to the full and faithful performance of the Contract as so amended or modified, and so as to increase the penal sum to the adjusted Contract Price of the Contract.

No right of action shall accrue on this Bond to or for the use of any person, entity or corporation other than the County and any other obligee named herein, or their executors, administrators, successors or assigns.

This Bond is intended to comply with O.C.G.A. Section 36-91-1 et seq., and shall be interpreted so; as to comply with; the minimum requirements thereof. However, in the event the express language of this Bond extends protection to; the County beyond that contemplated by O.C.G.A. Section 36-91-1 et seq. and O.C.G.A. Section 13-10-1, as amended, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the County, whether or not such protection is found in the applicable statutes.

PERFORMANCE BOND REQUIREMENTS

IN WITNESS WHEREOF the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this day of _____, _____.

_____(SEAL)

(Principal)

By:

Attest:

Secretary

_____(SEAL)

(Surety)

By:

Attest:

Secretary

(Address of Surety's Home Office)

(Resident Agent of Surety)

END OF SECTION # 00610

S219 – Brookfield Country Club Sewer Lining

SECTION # 00620

PAYMENT BOND REQUIREMENTS

No Contract with Fulton County for work to be done shall be valid for any purpose unless the Contractor shall give a Payment Bond with good and sufficient surety payable to Fulton County for the use and protection of all sub-contractors and all persons supplying labor, materials, machinery, and equipment in the prosecution of the work provided for in the Contract. The Payment Bond shall be in the amount of at least the total amount payable by the terms of the Contract and shall be written on the following form.

Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Georgia.

Attestation for the corporation must be by the corporate officer; for a partnership by another partner; for an individual by a notary with the corporate seal.

(Remainder of the Page intentionally left blank.)

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that [insert name of contractor] (hereinafter called the “Principal”) and [insert name of surety] (hereinafter called the “Surety”), are held and firmly bound unto **FULTON COUNTY**, a political subdivision of the State of Georgia (hereinafter called the “County”), its successors and assigns as obligee, in the penal sum of [100% of contract amount], lawful money of the United States of America, for the payment of which the Principal and the Surety bind themselves, their administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written contract with the County, dated [insert date of contract], which is incorporated herein by reference in its entirety (hereinafter called the “Contract”), for construction-type services of a project known as [insert name of project], as more particularly described in the Contract (hereinafter called the “Project”);

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to all persons working on or supplying labor or materials under the Contract, and any amendments thereto, with regard to labor or materials furnished and used in the Project, and with regard to labor or materials furnished but not so used, then this obligation shall be void; but otherwise it shall remain in full force and effect.

1. A “Claimant “ all be defined herein as any subcontractor, person, party, partnership, corporation or the entity furnishing labor, services or materials used, or reasonably required for use, in the performance of the Contract, without regard to whether such labor, services or materials were sold, leased or rented, and without regard to whether such Claimant is or is not in privity of contract with the Principal or any subcontractor performing work on the Project, including, but not limited to, the following labor, services, or materials: water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. In the event a Claimant files a lien against the property of the County, and the Principal fails or refuses to satisfy or remove it promptly, the Surety shall satisfy or remove the lien promptly upon written notice from the County, either by bond or as otherwise provided in the Contract.
3. The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in the payment terms, and any other amendments in or about the Contract and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and amendments.
4. The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment or modifications to the Contract, so as to bind the Principal and Surety, jointly and severally, to the full payment of any Claimant under the Contract, as amended or modified, provided only that the Surety shall not be liable for more than the penal sum of the Bond, as specified in the first paragraph hereof.
5. This Bond is made for the use and benefit of all persons, firms, and corporations who or which may furnish any materials or perform any labor for or on account of the construction-type services to be performed or supplied under the Contract, and any amendments thereto, and they and each of them may sue hereon.

PAYMENT BOND REQUIREMENTS

6. No action may be maintained on this Bond after one (1) year from the date the last services, labor, or materials were provided under the Contract by the Claimant prosecuting said action.
7. This Bond is intended to comply with O.C.G.A. Section 36-91-1 et seq., and shall be interpreted so as to comply with the minimum requirements thereof. However, in the event the express language of this Bond extends protection to the County beyond that contemplated by O.C.G.A. Section 36-91-1 et seq. and O.C.G.A. Section 13-10-1, as amended, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the County, whether or not such protection is found in the applicable statutes.

PAYMENT BOND REQUIREMENTS

IN WITNESS WHEREOF, the Principal and Surety have hereunto affixed their corporate seals and caused this obligations to be signed by their duly authorized representatives this _____ of _____.

_____(SEAL)
(Principal)

By:

Attest:

Secretary

_____(SEAL)
(Surety)

By:

Attest:

Secretary

(Address of Surety's Home Office)

(Resident Agent of Surety)

END OF SECTION # 00620

EXHIBIT A

Not Used

EXHIBIT B – CONTRACTOR SAFETY AND HEALTH MANAGEMENT PROCESS

EXHIBIT B
CONTRACTOR SAFETY AND HEALTH MANAGEMENT PROCESS

EXHIBIT B – CONTRACTOR SAFETY AND HEALTH MANAGEMENT PROCESS

SAFETY POLICY STATEMENT

It is the policy of Fulton County to establish a comprehensive accident and loss prevention process for all Capital Projects implemented by Fulton County or its agents.

The goals of this comprehensive accident and loss prevention process are as follows:

- To prevent personal injury, property damage, and injury to the public.
- To implement safety and loss prevention processes as critical elements in the complete design and build process.
- To establish a proactive safety and health process that complies with all laws, regulations, consensus standards, and good management practices.
- To have the Contractors partner with Fulton County in the implementation of a Safety and Loss Prevention Process and Owner Controlled Insurance Program to minimize loss potential and to minimize risk.

Fulton County requires safety, health and loss prevention requirements and expectations to be included in project design, in the invitation to bid, in bid award and project meetings, and in the post job evaluations. The Contractor is required to develop and submit a project safety and health program for acceptance by Fulton County prior to Notice to Proceed. The Contractor is required to implement these requirements, and develop a management system to ensure compliance following the safety and health process outlined in this document and the bid documents.

The Contractor and other entities placed under contract with Fulton County will be obligated to implement, adhere to and enforce this Policy. The safety and health of the Contractor's employees, Sub-Contractors, and the public are the sole responsibility of the Contractor. The County may use and direct designated Representatives to implement and enforce this policy. **Failure of the Contractor to comply with this policy or any Safety related obligations may be grounds for contract termination.**

Safety Professionals, Fulton County's designated Representative and Insurance Carrier will periodically inspect all Fulton County construction projects to identify safety hazards and make recommendations to resolve the issues. Contractor will be responsible for abating the identified issues in a timely manner, and submitting written description of corrective action within 48 hours to Fulton County designated Representatives. Failure to bring timely resolution to the issues may result in work stoppage at Contractor's expense.

Prior to commencing work under this contract, Contractor's Project Manager and Project Superintendent shall attend a Pre-Construction Meeting and Safety Pre-Planning meeting to address insurance and safety issues/requirements.

EXHIBIT B – CONTRACTOR SAFETY AND HEALTH MANAGEMENT PROCESS

CONTRACTOR SAFETY AND HEALTH MANAGEMENT PROCESS

1.0. NOT USED

2.0 REFERENCES

- 1.1 Occupational Safety and Health Regulations (OSHA) 29CFR1910 and 29CFR1926
- 1.2 Environmental Protection Agency Regulations (EPA) 40CFR
- 1.3 Fulton County Safety and Health and Requirements
- 1.4 Georgia Department of Transportation Regulations and Requirements
- 1.5 US Department of Transportation Requirements
- 1.6 Manual of Uniform Traffic Control Devices for Streets and Highways (ANSI D6.1)
- 1.7 Georgia Department of Natural Resources Environmental Protection Division Regulations

Safety rules and regulations will be followed using federal, state or local regulations in force. Should a Contractor's rule be in use which is more effective, the most stringent rule or regulation will be enforced by the Contractor, Sub-Contractor's and Fulton County designated Safety Representative(s).

3.0 RESPONSIBILITY

The Contractor receiving the bid has the ultimate responsibility for the safety and health of all Sub-Contractors, all employees on the project, and the general public and complying with all governmental regulations and requirements (OSHA, EPA, DOT, state, local).

Nothing contained herein shall relieve the Contractor or any Sub-Contractor of such responsibility or liability.

4.0 PROCEDURE

- 4.1 The Contractor and each Sub-Contractor must implement a written safety and health prevention process and program following the guidelines contained in this document and in any other relevant portion of the Contract Documents. This program must be accepted by Fulton County or its Representatives prior to Notice to Proceed.
- 4.2 The Contractor and each Sub-Contractor must implement a drug and alcohol policy following the guidelines contained in this document and in the bid specific actions. This program must be accepted by Fulton County or its Representatives prior to Notice to Proceed.
- 4.3 The Contractor must designate a person responsible for site safety. Each Sub-Contractor must designate a person responsible for site safety.
- 4.4 Not Used.
- 4.5 Contractor is responsible for providing all necessary safety supplies and personal protective equipment required to protect its employees, Sub-Contractors, and the general public.
- 4.6 Contractor shall make available certified First-aid services, First-aid supplies, and provisions for medical care for all employees at the construction site prior to beginning work on site.
- 4.7 Contractor shall maintain a competent person at the construction site at all times with an OSHA 10-hour certification. Said person shall have the knowledge to recognize hazards or potential hazards and has the authority to correct such hazards.
- 4.8 The status of project safety shall be included in the Contractor's agenda, which is required in Progress Meetings.

EXHIBIT B – CONTRACTOR SAFETY AND HEALTH MANAGEMENT PROCESS

5.0 DRUG AND ALCOHOL POLICY

The Contractor and each Sub-Contractor must implement a drug and alcohol policy in order to maintain a safe and efficient work environment. This policy must include the following elements.

Written policy that prohibits the use, transportation, sale and possession of these materials.

Disciplinary action plan for violations

Any treatment or reinstatement/reemployment options

Drug and alcohol testing schedule that includes pre-employment, periodic for safety sensitive or critical jobs, and for cause

Note: AGC, ABC and/or Fulton County programs may be used as guidance documents.

6.0 OTHER CONTROLLED ITEMS

The Contractor and each Sub-Contractor is required to include in the Project Safety Program a prohibition against the use, possession, concealment, transportation, promotion or sale of the following controlled items

Firearms, weapons, and ammunition.

Switchblades

Unauthorized explosives including fireworks

Stolen property or contraband

Controlled chemicals or chemicals recognized as being able to be used for improper purposes.

7.0 EMERGENCY PROCEDURES/GUIDELINES

7.1 The Contractor is required to establish site specific emergency procedures in the Project Safety Program to manage emergencies that may occur at any time in the following categories:

1. Fire
2. Employee injury
3. Pedestrian injury due to work activity of any kind
4. Property damage and damage to various utilities (i.e., electrical, gas, sewerage, water, telephone or public roadways)
5. Public demonstrations
6. Bomb threats
7. Flood, Wind, Lightning, Hail
8. Terrorists Threats
9. Work place violence

7.2 These Emergency Procedures will be made part of the Contractor's Project Safety Program submittal and shall include but not be limited to the following elements:

1. A list of emergency phone numbers posted at the job site, along with information to be transmitted in such emergencies.
2. An incident command structure defining duties and responsibilities

EXHIBIT B – CONTRACTOR SAFETY AND HEALTH MANAGEMENT PROCESS

3. A system to train supervisors and employees on this emergency plan
4. Procedures on how to handle emergencies including access to the site by emergency responders, accounting for workers, and securing the area.
5. Procedures for media releases. These releases must be coordinated through the Fulton County Information and Public Affairs Office in coordination with the County's designated Representative.
6. A plan that addresses serious incidents that includes notification to Fulton County, Fulton County's designated Representative, the OCIP Administrator, and the Insurance Carrier immediately after the incident.
7. A review and updating frequency that includes forwarding a copy to Fulton County and the County's designated Representative.

8.0 ACCIDENT AND INCIDENT INVESTIGATION AND REPORTING

- 8.1 The Contractor is responsible for reporting all accidents and incidents on the project site to the County's designated Representative within (1) business day. Accidents or incidents resulting in a fatality, property loss in excess of \$5,000, or involvement with the general public must be reported immediately to Fulton County's designated Representative and the investigation of the accident or incident coordinated with Fulton County Safety staff and Insurance Carrier.
- 8.2 The Contractor will maintain a log of all injuries that occur on the job site. This log will be current and available for review.
- 8.3 For any incidents such as fires, explosions, fatalities, etc., the Contractor must notify Fulton County's designated Representative immediately and must coordinate any releases to the news media through the County's designated Representative and the County's Information and Public Affairs Office.
- 8.4 If a work-related injury should occur on this project, Contractor shall perform a thorough investigation of the incident and document the information on a worker's compensation 1st Report of Injury. This report shall be submitted to the Insurance Carrier within 24 hours of the incident.
- 8.5 A written accident investigation report containing the following information as a minimum must be forwarded to the Fulton County's designated Representative and OCIP Administrator within 24 hours of incident.
 1. Company Name
 2. Location
 3. Date and Time of incident
 4. Description of incident
 5. Names of all parties involved and all witnesses
 6. Corrective action(s) taken to prevent recurrence
 7. If the incident involves injury or illness, the following information must be provided:
 - a) A medical description of the injury or illness
 - b) OSHA recordability status i.e. first aid, medical treatment, lost time, days of restricted work.

EXHIBIT B – CONTRACTOR SAFETY AND HEALTH MANAGEMENT PROCESS

c) If the public is involved, information about treatment and treatment location.

8. Any pictures, site drawings, etc. if they assist in describing the incident.

If the investigation cannot be completed in 24 hours, a preliminary report marked as such shall be forwarded and the report completed and forwarded as soon as possible.

9.0 JOB SAFETY ANALYSIS

9.1 The Contractor and each Sub-Contractor must implement a procedure to conduct a written job safety analysis or job hazard analysis for all project work tasks prior to beginning each task. Reference Appendix A.

9.2 The job safety analysis should follow National Safety Council, AGC, or other recognized guidelines and address all safety and health hazards for the work, identify personal protective and other safety equipment required, identify potential hazards to the general public if applicable, and identify any safety equipment, training, or controls that must be implemented prior to starting the work.

9.3 The Contractor must maintain a file for all job safety analysis forms, which is accessible for review.

10.0 SAFETY AND HEALTH COMPLIANCE AUDITING

10.1 Self Auditing Requirements

10.1.1 The Contractor and each Sub-Contractor must implement a procedure to assure that written safety and health audits or inspections are conducted at least biweekly (every 2 weeks). Safety checklists used by Fulton County's designated Representative may be used. The Contractor may use this checklist or an equivalent approved by Fulton County's designated Representative.

10.1.2 Each written safety audit must be filed on the site and a copy forwarded to Fulton County designated Representative. This audit will be routed to Fulton County's Insurance Carrier for review and comment and then filed in the Construction Project files.

10.2 NOT USED

10.3 INSPECTIONS BY REGULATORY AGENCIES

10.3.1 The Contractor must notify the Fulton County designated Representative whenever an OSHA compliance officer, health inspector, or EPA or Georgia Environmental Protection Division Representative arrives at the project site to conduct an inspection.

10.3.2 The Contractor is required to forward a copy of all regulatory citations, notice of violations, or similar for this project to Fulton County's designated Representative. Copies must be forwarded to the Insurance Carrier.

10.3.3 These records will be reviewed with Fulton County designated Representative and included in the Construction Project files.

10.4 SAFETY INSPECTION AND AUDIT FOLLOW UP

10.4.1 Every safety audit or regulatory inspection conducted per the requirements above may be reviewed by the Fulton County designated Representative and/or Insurance Carrier loss control staff. This review may identify serious and repeat

EXHIBIT B – CONTRACTOR SAFETY AND HEALTH MANAGEMENT PROCESS

safety items, look at trends, identify risks and potential losses, and site safety and loss prevention activities.

- 10.4.2 After this review the findings may identify areas needing improvement.
- 10.4.3 A copy of the audit and any areas identified, as needing improvement will be forwarded to the Contractor's senior management.
- 10.4.4 For findings that indicate major loss potential or serious concerns about site safety, the areas identified as needing improvement and the overall performance may be reviewed in a meeting with the OCIP Administrator, Fulton County's designated Representative, and the Insurance Carrier loss control staff. A written action plan to address the Contractor's performance issues may be developed.
- 10.4.5 Fulton County or designated Representative may meet the Contractor's senior management to discuss the findings, contract requirements, and their plans to address the findings.
- 10.4.6 The number and frequency of safety audits and site visits may be increased until improvements are noted.

11.0 SAFETY MEETINGS

- 11.1 The Contractor will conduct weekly safety meetings with all Contractor and Sub-Contractor employees on the site.
- 11.2 The Contractor will keep safety-meeting records that include meeting topic(s), outline of items discussed, and attendance and sign in sheet. At this meeting any accidents or audit findings and corrective actions from the previous week will be discussed.
- 11.3 The Contractor will maintain a job site file that contains copies of the safety meeting records.

12.0 TRAINING, INSPECTION AND CERTIFICATION

12.1 Employee Training

- 12.1.1 The Contractor must be able to show when requested the required safety training for all Contractor and Sub-Contractor employees and competent persons working on the site including any required craft training.
- 12.1.2 The Contractor must be able to show when requested that all employees operating mobile equipment or cranes have met or exceeded training and licensing requirements.
- 12.1.3 The Contractor must be able to show when requested that all scaffolds are erected under the direction of a competent scaffold builder, that all users are properly trained, and that the scaffold is inspected daily.
- 12.1.4 The Contractor shall ensure that each employee is properly trained in the recognition and avoidance of unsafe conditions and the regulations applicable to his or her work environment to control or eliminate any hazards or other exposure to illness or injury.
- 12.1.5 If Contractor or Sub-Contractor employs anyone who cannot effectively communicate using the English language, a translator must be maintained on site who can relay instructions, questions, or concerns in a manner that the non-English and English-speaking employees will understand. The identification of this translator shall be provided to Fulton County's designated Representative.

EXHIBIT B – CONTRACTOR SAFETY AND HEALTH MANAGEMENT PROCESS

12.1.6 Contractor shall orient all supervision and employees concerning safety requirements before working on the project site.

12.2 Equipment Certification and Inspection

12.2.1 The Contractor must be able to document that all cranes and mobile equipment used on the job site have current inspections and certifications.

12.2.2 The Contractor must assure that required daily and weekly equipment inspections are performed and documented in writing per governmental regulations and the requirements of this policy.

12.2.3 The Contractor must maintain a job site file for these required inspections and certifications.

12.2.4 Equipment identified as having safety problems or not meeting standards or codes shall be tagged as defective and shall not be used until those identified items have been corrected.

12.2.5 Contractor shall maintain, and have available for viewing, safety inspection reports for ladder, electrical cords, scaffolds, and trenches/excavations.

13.0 SAFETY AND HEALTH PROGRAM ELEMENTS

Note: Based on the project work activities and scope of work, some program elements may be not applicable to the project work and therefore do not have to be implemented. Elements marked with an asterisk are applicable to all Projects.

13.1 Return to Work Policy*

The Contractor and each Sub-Contractor will be required to establish a transitional work program for employees injured at work, which provides modified duty within the employee's physical limitations.

13.2 Fire Prevention Program*

The Contractor and each Sub-Contractor will be required to submit a temporary fire protection plan to be in effect for the duration of the contract. This plan must be submitted as part of the Contractor's Safety Program submittal. It must include provisions for fire protection systems and equipment, as identified in OSHA Safety and Health for Construction 1926, Sub-Part F, Fire Protection and Prevention

13.3 Hazard Communication (HAZCOM)*

The Contractor and each Sub-Contractor shall have a written HAZCOM Program. The program shall meet OSHA 1926 Requirements and provide for training so that all employees will be able to:

- Understand the program and identify hazardous chemicals with which they work.
- Understand product-warning labels.
- Have MSDSs for all potentially hazardous materials brought onto, used on, or stored at the job site.
- Know the physical location of the Material Safety Data Sheets (MSDS).

13.4 Personal Protective Equipment(PPE)*

All Contractor and Sub-Contractor employees and other site visitors will be required to wear the PPE necessary to accomplish the work in a safe manner. PPE required will vary

EXHIBIT B – CONTRACTOR SAFETY AND HEALTH MANAGEMENT PROCESS

from job to job and must be based on a written hazard assessment. A list of PPE that is required is identified below:

- Hard Hats shall be worn at all times on all projects
- Hearing Protection for operations that create noise in excess of 85 dBA is required.
- Contractor shall provide eye or face protection equipment when machines or operations present potential eye or face injury from physical, chemical, or radiation agents.
- Work boots or work shoes made of leather shall be required. No open toed shoes or canvas shoes are allowed
- Shirts with sleeves at least 4 inches long are required. Tank tops and mesh shirt are not allowed.
- Full Body Safety Harnesses with shock absorbing lanyards for fall protection are required.
- Full body and chemical splash protection is required when handling hazardous chemicals.
- Respirators are required when employees maybe exposed to dust and/or chemicals in excess of the OSHA permissible exposure limits.
- Long pants are required.

13.5 Confined Space Entry

If the project work involves permit required confined spaces, a permit required confined space entry program that meets OSHA requirements must be established. This program must include but is not limited to the following elements.

- Confined Space Identification
- Environmental Testing
- Rescue
- Communication with employees in the confined space
- Employee Training
- Permit System for entry

13.6 Excavations

If the Contractor or Sub-Contractor must make a cut, cavity, trench or depression in an earth surface formed by earth removal, the work must comply with the OSHA Regulations on trenching and excavations. A competent person must be assigned for each excavation. Requirements include but are not limited to

- Employee Training
- Daily inspections
- Soil testing
- Protective or support systems.

13.7 Electrical Tools, Equipment, and Systems*

EXHIBIT B – CONTRACTOR SAFETY AND HEALTH MANAGEMENT PROCESS

- The Contractor and each Sub-Contractor must implement Assured Grounding Program or use Ground Fault Circuit Interrupter (GFCI) devices on all electrical tools and extension cords.
- All electrical work must be performed in accordance with the National Electrical Code (NEC) and OSHA.
- All electrical tools and extension cords must be in good repair and the Contractor must establish a written inspection program for all electrical tools. The frequency of inspection shall be at least monthly.

13.8 Lockout/Tagout Procedure

The Contractor and each Sub-Contractor will be required to implement a written Lockout/Tag procedure that meets OSHA requirements if their work requires energy isolation. Program elements include but are not limited to the following:

- Energy isolation lists for each piece of equipment
- Employee training
- Individually keyed locks and danger tags
- Written Procedure that assigns responsibilities

13.9 Fall Protection*

Contractor shall provide an approved fall protection system for all employees working at an elevation of 6 feet or higher on this project, including scaffolding work and steel erection. Employees will be responsible for utilizing the fall protection 100% of the time. Sub-Contractor will be responsible for ascertaining their employees' compliance with this requirement. The plan must address the following items:

- Only full body harnesses with shock absorbing lanyards and double locking hooks shall be use.
- Falls should be limited to less than 6 feet such than employee can neither fall more than 6 feet nor contact any lower level.
- Fall protection systems must be planned into the job and must be designed to handle loads and forces expected. The project goal is 100% fall protection.
- Employee training and enforcement of these requirements are mandatory to assure an effective program.

13.10 Scaffolding*

All scaffolds and work platforms shall be constructed to meet the requirements of OSHA 1926.451 and ANSI A10.8. Some program elements include but are not limited to

- User training for all employees who may use scaffolds
- Scaffolding is to be designed and erected by competent person(s) following manufacturer's guidelines. Employees must use fall protection when erecting scaffolding.
- Daily inspection by competent person. Must implement daily tag system to document inspection.
- Must have engineering approval for scaffolds above 100 feet in height.

EXHIBIT B – CONTRACTOR SAFETY AND HEALTH MANAGEMENT PROCESS

- Must be able to document competent person credentials.
- Scaffolds must have proper egress (ladder/stairs) and should have guardrails, complete deck, toe boards and netting if anything can fall on people below. If guardrails or decking is not complete, fall protection must be used.

13.11 Cranes And Other Lifting Devices

- Trained and experienced operators shall operate Cranes in accordance with the applicable OSHA and ANSI/ASME.
- The Contractor is responsible for ensuring that the crane is properly sized for the job and that all required inspections and maintenance required by OSHA and ANSI/ASME standards have been conducted.
- All cranes should have anti-two block devices installed and operational. Cranes lifting employees in personnel baskets must have an anti-two block device to stop the crane if this condition occurs (positive acting).
- Tag lines are required to secure materials while being moved or handled by cranes.
- All cranes working in the vicinity of overhead power lines shall be grounded and be equipped with proximity guards.
- A lift plan must be submitted for all lifts that exceed 20,000 pounds or 75% of the crane's lift capacity. This plan must be reviewed and approved by the Contractor.
- Slings, hooks, and other lifting devices must be inspected on regular basis and stored properly.

13.12 Use Of Personnel Baskets

- Personnel baskets should only be used as the last practical means after documenting that all other means are unacceptable.
- The personnel basket must be manufactured, tested, and used in accordance with OSHA 1926.550. The crane lifting the basket must also meet OSHA requirements.

13.13 Personal Lifts With Articulating Booms (Jlg) And Scissors Lifts

- Operators must be trained in the safe operation of the lift including daily inspection procedures prior to use.
- Operators of JLG lifts must wear a full body harness with shock absorbing lanyard and be tied off while the lift is operation. Operators in a scissors lift must use fall protection anytime the guardrail system removed or altered.

13.14 Ladders*

- Ladders are acceptable means of access when used in compliance with OSHA 1926.1053.
- Ladders must be in good repair, have safety feet and be inspected.
- Extension ladders must be either held by an employee on the ground or tied off at the top.
- Homemade ladders not meeting OSHA requirements should not be used.
- Non-conducting ladders are required for electrical work.

EXHIBIT B – CONTRACTOR SAFETY AND HEALTH MANAGEMENT PROCESS

- Fall protection is encouraged for employees working on ladders especially if they will be leaning and turning in their work activities.

13.15 Tools And Equipment*

All tools and equipment used on the project must be in a safe operating condition, with all guards in place, and must meet or exceed all governmental regulations (OSHA, EPA, DOT, etc.). Tools and equipment must be maintained, inspected, tested, and used in accordance with OSHA regulations.

13.16 Compressed Gas Cylinders*

- Compressed gas cylinders must be used, stored, and transported in accordance with OSHA requirements, DOT requirements, and Compressed Gas Association standards.
- Fuel and oxygen cylinders must be store separately or separated by a ½ hour rated firewall.
- Compressed gas cylinders are not allowed inside confined spaces.

13.17 Welding, Burning, And Cutting*

- The Contractor's program must meet or exceed OSHA and NFPA requirements.
- All flammables must be removed from work area and a fire watch posted in area until 30 minutes after the job is completed.
- At a minimum a 10 LB ABC rated fire extinguisher must be available in the immediate work area.
- Regulators must be in good working order and must have anti-flash back and check valves.
- Welding shields and burning goggles must be used.

13.18 Sanitation And Housekeeping*

- The project site shall have an adequate number of portable toilets and hand washing facilities.
- The project site must establish a housekeeping plan that includes daily site clean up and trash and debris removal.

13.19 Hearing Conservation*

The Contractor and each Sub-Contractor who has employees exposed to noise levels exceeding 85 dBA must establish a hearing conservation program that meets or exceeds OSHA requirements. Minimum program elements include audiometric testing, noise monitoring, use of hearing protectors, and employee training.

13.20 Respiratory Protection

The Contractor and each Sub-Contractor who has employees who wear respiratory protection must implement a respiratory protection program that meets or exceeds OSHA requirements. Minimum program elements include risk based respirator selection, medical surveillance, employee training, respirator fit testing, and written operating procedures.

14 SPECIALIZED SAFETY PROGRAM ELEMENTS

EXHIBIT B – CONTRACTOR SAFETY AND HEALTH MANAGEMENT PROCESS

If required by the project scope of work and specific work site or activities, specialized programs listed below shall be included in the Contractor's Safety Program submittal. The Contractor is required to implement the required programs and assure that they meet or exceed all contractual, regulatory and Fulton County's requirements applicable. Details for specific program elements may be included in the contract documents.

- 14.1 Asbestos Removal
- 14.2 Lead Based Paint Removal
- 14.3 Exposure Assessment and Employee Monitoring (Industrial Hygiene)
- 14.4 Hazardous Waste Operations and Training
- 14.5 Overhead Power Lines
- 14.6 Locating underground utilities
- 14.7 Dust Control
- 14.8 Guarding for floor holes and roof openings
- 14.9 Heavy Equipment, Truck and Earth Moving Equipment requirements
- 14.10 Environmental Requirements

15 ROAD AND TRANSPORTATION SAFETY REQUIREMENTS

The Contractor shall implement the following into its safety program whether required by the contract or any other authority having jurisdiction if required to perform the work and maintain vehicular and pedestrian traffic safety:

- 15.1 Barricades and Cones
- 15.2 Traffic and Warning Signs
- 15.3 Traffic control devices
- 15.4 Equipment and materials storage
- 15.5 Reflective Clothing and other personal protective equipment
- 15.6 Excavation and road hole protection
- 15.7 Erosion protection
- 15.8 Trained flaggers

16.0 ADDITIONAL REQUIREMENTS TO PROTECT THE GENERAL PUBLIC

Based on the Contractor's scope of work and specific work activities or location the Contractor may be required to implement the following into its safety program to protect the general public:

- 16.1 Fencing and other measures for site security
- 16.2 Warning, direction and no trespassing signs
- 16.3 Alternate public walk ways
- 16.4 Protection of the public from over head and other construction hazards
- 16.5 Site Traffic Control
- 16.6 Barricading off hazardous areas and open pits and holes

EXHIBIT B – CONTRACTOR SAFETY AND HEALTH MANAGEMENT PROCESS

Appendix A Job Safety Analysis Worksheet Example and Information

Job Safety Analysis/ Job Pre-Planning Worksheet

Job Name and #:		Completed By:	
Date:		Phase/Operation:	
Task	Hazard	Control	

PRE-OPERATIONAL PLANNING

FACT FINDING GUIDE - GL

Evaluate present conditions at job site to determine items that could lead to liability claims during work and after completion of the project.

A. PRESENT OCCUPANCY OR USE OF THE SITE

- Demolition to be done?
- Structures will remain (condition)?

B. HISTORY OF THE SITE

- For what was the site used before?
- Underground tanks?
- Underground utilities?

C. GEOLOGY OF THE SITE

- Rock to be blasted?
- Water to be removed/diverted?
- Fill needed? (where and how obtained?)
- Excavation needed? (where and how disposed of?)

Evaluate controls needed in reference to site security and public protection.

A. FENCING NEEDED?

B. ACCESS/GATES

- Can traffic be routed past office or checkpoint?
- "Non-Vendor" visitors escorted?
- Gate lockable after hours?
- "Hard Hat" signs at entrance?
- Dirt removal/tarpping area at exit?
- Ready Mix chute wash area?

C. PEDESTRIANS

- Sidewalk maintained outside fence?
- Covered sidewalk needed?
- Special access requirements for neighboring occupants?
- Special after-hours considerations?

D. ENVIRONMENTAL

- Dust control?
- Silt control?
- Mud control on streets?
- Vibration control?

E. UTILITIES

- Underground utilities located?
- Overhead power lines in work area relocated, removed, or deenergized?
- Temporary power service away from high traffic areas?

EXHIBIT B – CONTRACTOR SAFETY AND HEALTH MANAGEMENT PROCESS

F. **SUB-CONTRACTORS**

- Method to secure proof of adequate insurance coverage in place?
- List of hazardous materials obtained?
- List of hazardous materials provided?
- Responsibilities established
- Job site safety meetings
- Materials delivery
- Debris removal
- Access to site
- Weekly Sub-Contractors' meetings
- Schedule of safety inspections
- Emergency Procedures

G. **MATERIALS HANDLING**

- Crane selection criteria established
 - Maximum weight to be handled
 - Maximum lifting height
 - Maximum horizontal reach needed
 - Amount of travel needed
 - Swing radius available
 - Set-up area available
 - Ground bearing capacity
 - Approximate frequency of lifts
- Crane operations responsibilities established
 - Triangle or leasing company crane to be used?
 - Operator trained and experienced on specific machine?
 - Operator can accurately read and interpret machine load chart?
 - Critical lift identified (75% of net capacity)?
 - Machine fully inspected by a qualified outside agency?
 - Rigging hardware properly selected?
 - Inspecting and maintaining the crane per owner/manufacturer specifications?

Start Up.

A. **ELECTRICAL**

- Temporary Power
 - Underground service possible?
 - Maintenance responsibilities established?
 - Main circuit panel barricaded?
 - Lighting planned?
- Circuit Protection
 - Ground fault circuit interrupt protection?
 - Assured grounding conductor program?
 - Responsibilities established?

B. **FIRE PROTECTION**

- ABC extinguishers adequately distributed?

EXHIBIT B – CONTRACTOR SAFETY AND HEALTH MANAGEMENT PROCESS

- Properly sized?
- Maintenance of fire extinguishers?
- Stand pipe/hydrant available? Adequate?
- Housekeeping checks/inspections?

C. FALL PROTECTION

- Critical Job Phases Identified?
- Critical exposures identified by phase? (e.g. "Worker falls into basement excavation")
- Scheduled start dates for critical phases?
- General Fall Protection Procedures
- Perimeters
- Floor openings
- Working deck
- Work area access
- Ladders
- Elevator hatchways

D. PERSONAL PROTECTIVE EQUIPMENT

- General
- Hard hats
- Work shoes
- Specific by Task

E. HAZARD COMMUNICATION PROGRAM ESTABLISHED AND EMPLOYEES TRAINED

F. CONFINED SPACE ENTRY

- Procedures established and task(s) identified requiring use of procedures?

G. TRENCHING

- Procedures established and task(s) requiring procedures identified?

H. PHASE PRE-PLANNING

- Job schedules established?
- Agreed upon target dates for meeting?
- Follow up system

END OF SECTION # 00700B

EXHIBIT C
FINAL AFFIDAVIT

FINAL AFFIDAVIT

TO FULTON COUNTY, GEORGIA

I, _____, hereby certify that all suppliers of materials, equipment and service, subcontractors, mechanic, and laborers employed by _____ or any of his subcontractors in connection with the design and/or construction of _____ at Fulton County have been paid and satisfied in full as of _____, 200____, and that there are no outstanding obligations or claims of any kind for the payment of which Fulton County on the above-named project might be liable, or subject to, in any lawful proceeding at law or in equity.

Signature

Title

Personally appeared before me this _____ day of _____, 200____.
_____, who under Oath deposes and says that he is
_____ of the firm of _____, that he has read the above
statement and that to the best of his knowledge and belief same is an exact true statement.

Notary Public

My Commission expires

END OF SECTION # 00700C

S219 – Brookfield Country Club Sewer Lining

SECTION # 00700

GENERAL CONDITIONS

FOR FULTON COUNTY

PUBLIC UTILITIES SEWER/WATER CONSTRUCTION CONTRACTS

00700-1 FAMILIARITY WITH SITE

Execution of this agreement by the Contractor is a representation that the Contractor has visited the site, has become familiar with the local conditions under which the work is to be performed, and has correlated personal observations with the requirements of this agreement.

00700-2 CONTRACT DOCUMENTS

This agreement consists of Owner's invitation for bid, instructions to bidders, bid form, performance bond, payment bond, acknowledgments, the contract, general conditions, special conditions, specifications, plans, drawings, exhibits, addenda, and written change orders.

- A. Notice of Award of Contract:
- B. Execution of Contract Documents

Upon notification of Award of Contract, the Owner shall furnish the Contractor the conformed copies of Contract Documents for execution by the Contractor and the Contractor's surety.

Within ten (10) days after receipt the Contractor shall return all the documents properly executed by the Contractor and the Contractor's surety. Attached to each document shall be an original power-of-attorney for the person executing the bonds for the surety and certificates of insurance for the required insurance coverage.

After receipt of the documents executed by the Contractor and his surety with the power-of-attorney and certificates of insurance, the Owner shall complete the execution of the documents. Distribution of the completed documents will be made upon completion.

Should the Contractor and/or Surety fail to execute the documents within the time specified, the Owner shall have the right to proceed on the Bid Bond accompanying the bid.

If the Owner fails to execute the documents within the time limit specified, the Contractor shall have the right to withdraw the Contractor's bid without penalty.

Drawings and Specifications:

The Drawings, Specifications, Contract Documents, and all supplemental documents, are considered essential parts of the Contract, and requirements occurring in one are as binding as though occurring in all. They are intended to define, describe and provide for all Work necessary to complete the Project in an acceptable manner, ready for use, occupancy, or operation by the Owner.

In case of conflict between the Drawings and Specifications, the Specifications shall govern. Figure dimensions on Drawings shall govern over scale dimensions, and detailed Drawings shall govern over general Drawings.

In cases where products or quantities are omitted from the Specifications, the description and quantities shown on the Drawings shall govern.

Any ambiguities or need for clarification of the Drawings or Specifications shall be immediately reported to the Construction Manager in writing. Any such ambiguity or need for clarification shall be handled by the Construction Manager in writing. No clarification of the Drawings and Specifications hereunder by the Construction Manager shall entitle the Contractor to any additional monies unless a Change Order has been processed as provided by "Changes in the Contract" hereof.

Any work done by the Contractor following a discovery of such differing site condition or ambiguity or need for clarification in the Contract Drawings and Specifications prior to a written report to the Construction Manager shall not entitle the Contractor to additional monies and shall be done at the Contractor's risk.

The Construction Manager will furnish the Contractor five (5) copies of the Contract Drawings and the Specifications, one copy of which the Contractor shall have available at all times on the Project site.

00700-3 DEFINITIONS

The following terms as used in this agreement are defined as follows to the extent the definitions herein differ or conflict with those in the Instructions for Bidders, Section 00100, the definitions herein shall control.

Change Order - A written order to the Contractor issued by the County pursuant to Fulton County Policy and Procedures 800-6 for changes in the work within the general scope of the contract documents, adjustment of the contract price, extension of the contract time, or reservation of determination of a time extension.

Construction Manager - The Construction Manager is the person or entity identified as such in writing by the County. The term "Construction Manager" means the Construction Manager or the Construction Manager's authorized representative. The Construction Manager is the County's agent for purposes of administering this contract.

Contract Price - The sum specified in the Agreement to be paid to the Contractor in consideration of the Work.

County - Fulton County, Georgia, a political subdivision of the State of Georgia, acting by and through the Chairman of its Board of Commissioners; Owner.

Day - A calendar day of twenty-four hours lasting from midnight of one day to midnight the next day.

Director - Director of the Department of Public Works of Fulton County, Georgia or the designee thereof.

Engineer - Shall be the Director of Public Works or his duly authorized representative.

Notice to Proceed - A written communication issued by the County to the Contractor authorizing it to proceed with the work, establishing the date of commencement and completion of the work, and providing other direction to the Contractor.

Program Manager - The Program Manager is the person or entity identified in writing by the County. The term "Program Manager" means the Program Manager or the Program Manager's authorized representative.

The County has contracted with the Program Manager to provide program planning that establishes direction and performance goals for the implementation of numerous projects contained in the County's Capital Improvements Program.

OCIP - "Owner-Controlled Insurance Program" is an insurance delivery method that assures the Contractor, and its subcontractors of all tiers, and other persons or interests as the County may designate in connection with the performance of the work are insured for certain prescribed Statutory Workers'

Compensation, Employers Liability and Commercial General Liability, and such other coverages as the County may in writing specifically add or delete for the Project. The OCIP and contractor's insurance requirements are set out in Exhibit C – *Insurance*, attached hereto.

Project Manual - The Contract Documents.

Substantial Completion - The date certified by the Construction Manager when all or a part of the work, as established pursuant to General Condition 0700-81, is sufficiently completed in accordance with the requirements of the contract documents so that the identified portion of the work can be utilized for the purposes for which it is intended.

Work - All of the services specified, indicated, shown or contemplated by the contract documents, and furnishing by the Contractor of all materials, equipment, labor, methods, processes, construction and manufacturing materials and equipment, tools, plans, supplies, power, water, transportation and other things necessary to complete such services in accordance with the contract documents to insure a functional and complete facility.

00700-4 CODES

All codes, specifications, and standards referenced in the contract documents shall be the latest editions, amendments and revisions of such referenced standards in effect as of the date of the request for proposals for this contract.

00700-5 REVIEW OF CONTRACT DOCUMENTS

Before making its proposal to the County, and continuously after the execution of the agreement, the Contractor shall carefully study and compare the contract documents and shall at once report to the Construction Manager any error, ambiguity, inconsistency or omission that may be discovered, including any requirement which may be contrary to any law, ordinance, rule, or regulation of any public authority bearing on the performance of the work. By submitting its proposal, the Contractor agrees that the contract documents, along with any supplementary written instructions issued by or through the Construction Manager that have become a part of the contract documents, appear accurate, consistent and complete insofar as can be reasonably determined. If the Contractor has timely reported in writing any error, inconsistency, or omission to the Construction Manager, has properly stopped the affected work until instructed to proceed, and has otherwise followed the instructions of the Construction Manager, the Contractor shall not be liable to the County for any damage resulting from any such error, inconsistency, or omission in the contract documents. The Contractor shall not perform any portion of the work without the contract documents, approved plans, specifications, products and data, or samples for such portion of the work. For purposes of this section "timely" is defined as the time period in which the contractor discovers, or should have discovered, the error, inconsistency, or omission, with the exercise of reasonable diligence.

00700-6 STRICT COMPLIANCE

No observation, inspection, test or approval of the County or Construction Manager shall relieve the Contractor from its obligation to perform the work in strict conformity with the contract documents except as provided in General Condition 00700-48.

00700-7 APPLICABLE LAW

All applicable State laws, County ordinances, codes, and rules and regulations of all authorities having jurisdiction over the construction of the project shall apply to this agreement. The Contractor shall comply with the requirements of any Fulton County program concerning non-discrimination in contracting, hereto, and the Fulton County Safety Management Program, as set out in the Contractor Safety and Health Management Process, attached hereto as Exhibit "B", and the Owner Controlled Insurance Program and contractor's insurance requirements, as set out in Exhibit "C" hereto. All work

performed within the right of way of the Georgia Department of Transportation and any railroad crossing shall be in accordance with Georgia Department of Transportation regulations, policies and procedures and, where applicable, those of any affected railroad. The Contractor shall comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work as specified and the Contractor agrees to indemnify and hold harmless the County, its officers, agents and employees, as well as the Construction Manager and the Program Manager against any claim or liability arising from or based on the violation of any law, ordinance, regulation, order or decree affecting the conduct of the work, whether occasioned by the Contractor, his agents or employees.

00700-8 PERMITS, LICENSES AND BONDS

All permits and licenses necessary for the work shall be secured and paid for by the Contractor, including the LDP (if required). If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Contractor, the Contractor shall not be entitled to additional compensation or time. The Contractor shall obtain and keep in force at all times performance and payment bonds payable to Fulton County in penal amounts equal to 100% of the Contract price.

00700-9 TAXES

- A. The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Contractor which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Contractor shall maintain records pertaining to such taxes and levies as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Contractor for payment of any tax from which it is exempt.
- B. The Contractor is obligated to comply with all local and State Sales and Use Tax laws. The Contractor shall provide the Owner with documentation to assist the Owner in obtaining sales and/or use tax refunds for eligible machinery and equipment used for the primary purpose of reducing or eliminating air or water pollution as provided for in Chapter 48-8-3 (36) and (37) of the Official Code of Georgia. All taxes shall be paid by the Contractor. All refunds will accrue to the Owner.

Acceptance of the project as complete and final payment will not be made by the Owner until the Contractor has fully complied with this requirement.

00700-10 DELINQUENT CONTRACTORS

The County shall not pay any claim, debt, demand or account whatsoever to any person firm or corporation who is in arrears to the County for taxes. The County shall be entitled to a counterclaim, backcharge, and offset for any such debt in the amount of taxes in arrears, and no assignment or transfer of such debt after the taxes become due shall affect the right of the County to offset any taxes owed against said debt.

00700-11 LIEN WAIVERS

The Contractor shall furnish the County with evidence that all persons who have performed work or furnished materials pursuant to this agreement have been paid in full prior to submitting its demand for final payment pursuant to this agreement. A final affidavit, Exhibit D, must be completed, and submitted to comply with requirements of 00700-11. In the event that such evidence is not furnished, the County may retain sufficient sums necessary to meet all lawful claims of such laborers and materialmen. The

County assumes no obligation nor in any way undertakes to pay such lawful claims from any funds due or that may become due to the Contractor.

00700-12 MEASUREMENT

All items of work to be paid for per unit of measurement shall be subject to inspection, measurement, and confirmation by the Construction Manager.

00700-13 ASSIGNMENT

The Contractor shall not assign any portion of this agreement or moneys due therefrom (include factoring of receivables) without the prior written consent of the County. The Contractor shall retain personal control and shall provide personal attention to the fulfillment of its obligations pursuant to this agreement. Any assignment without the express written consent of the County shall render this contract voidable at the sole option of the County.

00700-14 FOREIGN CONTRACTORS

In the event that the Contractor is a foreign corporation, partnership, or sole proprietorship, the Contractor hereby irrevocably appoints the Secretary of State of Georgia as its agent for service of all legal process for the purpose of this contract only.

00700-15 INDEMNIFICATION

The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any and all persons, including the Contractor's agents, servants, and employees, and in addition thereto, for any and all damages to property caused by or resulting from or arising out of any act or omission in connection with this contract or the prosecution of work hereunder, whether caused by the Contractor or the Contractor's agents, servants, or employees, or by any of the Contractor's subcontractors or suppliers, and the Contractor shall indemnify and hold harmless the County, the Construction Manager and the Program Manager, or any of their subcontractors from and against any and all loss and/or expense which they or any of them may suffer or pay as a result of claims or suits due to, because of, or arising out of any and all such injuries, deaths and/or damage, irrespective of County or Construction Manager or Program Manager negligence (except that no party shall be indemnified for their own sole negligence). The Contractor, if requested, shall assume and defend at the Contractor's own expense, any suit, action or other legal proceedings arising therefrom, and the Contractor hereby agrees to satisfy, pay, and cause to be discharged of record any judgment which may be rendered against the County, the Construction Manager and the Program Manager arising there from.

In the event of any such loss, expense, damage, or injury, or if any claim or demand for damages as heretofore set forth is made against the County or the Construction Manager or the Program Manager, the County may withhold from any payment due or thereafter to become due to the Contractor under the terms of this Contract, an amount sufficient in its judgment to protect and indemnify it and the Construction Manager and the Program Manager from any and all claims, expense, loss, damages, or injury; and the County, in its discretion, may require the Contractor to furnish a surety bond satisfactory to the County providing for such protection and indemnity, which bond shall be furnished by the Contractor within five (5) days after written demand has been made therefore. The expense of said Bond shall be borne by the Contractor.

00700-16 SUPERVISION OF WORK AND COORDINATION WITH OTHERS

The Contractor shall supervise and direct the work using the Contractor's best skill and attention. The Contractor shall be solely responsible for all construction methods and procedures and shall coordinate all portions of the work pursuant to the contract subject to the overall coordination of the Construction Manager. All work pursuant to this agreement shall be performed in a skillful and workmanlike manner.

The County reserves the right to perform work related to the Project with the County's own forces and to award separate contracts in connection with other portions of the project, other work on the site under these or similar conditions of the contract, or work which has been extracted from the Contractor's work by the County.

When separate contracts are awarded for different portions of the project or other work on the site, the term "separate contractor" in the Contract Documents in each case shall mean the contractor who executes each separate County Agreement.

The Contractor shall cooperate with the County and separate contractors in arranging the introduction and storage of materials and equipment and execution of their work, and shall cooperate in coordinating connection of its work with theirs as required by the Contract Documents.

If any part of the Contractor's Work depends for proper execution or results upon the work of the County or any separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Construction Manager any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results **within fourteen (14) days** of discovery of such discrepancy or defect. Failure of the Contractor to so report in writing shall constitute an acceptance of the County's or separate contractor's work as fit and proper to receive the Work, except as to any defects which may subsequently become apparent in such work by others.

Any costs caused by defective or untimely work shall be borne by the party responsible therefore.

Should the Contractor wrongfully cause damage to the work or property of the County, or to other work or property on the site, including the work of separate contractors, the Contractor shall promptly remedy such damage at the Contractor's expense.

Should the Contractor be caused damage by any other contractor on the Project, by reason of such other contractor's failure to perform properly his contract with the County, no action shall lie against the County or the Construction Manager inasmuch as the parties to this agreement are the only beneficiaries hereof and there are no third party beneficiaries and neither the County nor the Construction Manager shall have liabilities therefore, but the Contractor may assert his claim for damages solely against such other contractor. The Contractor shall not be excused from performance of the contract by reason of any dispute as to damages with any other contractor or third party.

Where the Work of this Contract shall be performed concurrently in the same areas as other construction work, the Contractor shall coordinate with the Construction Manager and the separate contractors in establishing mutually acceptable schedules and procedures that shall permit all jobs to proceed with minimum interference.

If a dispute arises between the Contractor and separate contractors as to their responsibility for cleaning up, the County may clean up and charge the cost thereof to the Contractor or contractors responsible therefore as the County shall determine to be just.

00700-17 ADMINISTRATION OF CONTRACT

The Program Manager and the Construction Manager shall provide administration services as hereinafter described.

For the administration of this Contract, the Construction Manager shall serve as the County's primary representative during design and construction and until final payment to the Contractor is due. The Construction Manager shall advise and consult with the County and the Program Manager. The primary point of contact for the Contractor shall be the Construction Manager. All correspondence from the Contractor to the County shall be forwarded through the Construction Manager. Likewise, all correspondence and instructions to the Contractor shall be forwarded through the Construction Manager.

The Construction Manager will determine in general that the construction is being performed in accordance with design and engineering requirements, and will endeavor to guard the County against defects and deficiencies in the Work.

The Construction Manager will not be responsible for or have control or charge of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, nor will it be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Construction Manager will not be responsible for or have control or charge over the acts or omissions of the Contractor, its engineers, consultants, subcontractors, or any of their agents or employees, or any other persons performing the Work.

Based on the Construction Manager's observations regarding the Contractor's Applications for Payment, the Construction Manager shall determine the amounts owing to the Contractor, in accordance with the payment terms of the Contract, and shall issue Certificates for Payment in such amount to the County.

The Construction Manager shall render interpretations necessary for the proper execution or progress of the Work. Either party to the Contract may make written requests to the Construction Manager for such interpretations.

Claims, disputes and other matters in question between the Contractor and the County relating to the progress of the Work or the interpretation of the Contract Documents shall be referred to the Construction Manager for interpretation.

All interpretations of the Construction Manager shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in graphic form.

Except as otherwise provided in this Contract, the Construction Manager shall issue a decision on any disagreement concerning a question of fact arising under this Contract. The Construction Manager shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Construction Manager shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the Contractor files a written appeal with the Director of Public Works and mails or otherwise furnishes the Construction Manager a copy of such appeal. The decision of the Director of Public Works or the Director's duly authorized representative for the determination of such appeals shall be final and conclusive. Such final decision shall not be pleaded in any suit involving a question of fact arising under this Contract, provided such is not fraudulent, capricious, arbitrary, so grossly erroneous as necessarily implying bad faith, or is not supported by substantial evidence. In connection with any appeal proceeding under this Article, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of Contractor's appeal. Pending any final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract as directed by the Construction Manager.

The Construction Manager shall have authority to reject Work which does not conform to the Contract Documents. Whenever, in the Construction Manager's opinion, it is considered necessary or advisable for the implementation of the intent of the Contract Documents, the County shall have authority to require special inspection or testing of the Work whether or not such Work be then fabricated, installed or completed. The Contractor shall pay for such special inspection or testing if the Work so inspected or tested is found not to comply with the requirements of the contract; the County shall pay for special inspection and testing if the Work is found to comply with the contract. Neither the Construction Manager's authority to act under this Subparagraph, nor any decision made by the Construction Manager in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Construction Manager to the Contractor, any subcontractor, any of their agents or employees, or any other person performing any of the Work.

The Contractor shall provide such shop drawings, product data, and samples as may be required by the Construction Manager and/or as required by these Contract Documents.

The Construction Manager shall conduct inspections to determine Substantial Completion and Final Completion, and shall receive and forward to the County for review written warranties and related documents required by the Contract Documents and assembled by the Contractor. The Construction Manager shall approve and issue Certificates for Payment upon compliance with Substantial and Final Completion requirements indicated in General Conditions 00700-81, 00700-82, 00700-84 and 00700-85 of this Agreement.

Except as provided in General Condition 00700-48, the Contractor shall not be relieved from the Contractor's obligations to perform the work in accordance with the contract documents by the activities or duties of the County or any of its officers, employees, or agents, including inspections, tests or approvals, required or performed pursuant to this agreement.

00700-18 RESPONSIBILITY FOR ACTS OF EMPLOYEES

The Contractor shall employ only competent and skilled personnel. The Contractor shall not remove or substitute "Key" project personnel (Project Manager, Superintendent, Foreman, Health & Safety Officer or Quality Manager/Inspector or any other project personnel considered "Key" by the Construction Manager) without the prior written authorization from the Construction Manager. The Contractor shall, upon demand from the Construction Manager, immediately remove any superintendent, foreman or workman whom the Construction Manager may consider incompetent, non-compliant with project requirements or undesirable. The Contractor shall not be due any contract or time extensions or any additional monies, and shall be solely responsible for any impact to the project resulting from compliance with this requirement.

The Contractor shall be responsible to the County for the acts and omissions of the Contractor's employees, subcontractors, and agents as well as any other persons performing work pursuant to this agreement for the Contractor.

00700-19 LABOR, MATERIALS, SUPPLIES, AND EQUIPMENT

Unless otherwise provided in this agreement, the Contractor shall make all arrangements with necessary support agencies and utility companies, provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the execution and completion of the work.

00700-20 DISCIPLINE ON WORK SITE

The Contractor shall enforce strict discipline and good order among its employees and subcontractors at all times during the performance of the work, to include compliance with the Fulton County Drug Free Work Place Policy. The Contractor shall not employ any subcontractor who is not skilled in the task assigned to it. The Construction Manager may, by written notice, require the Contractor to remove from the work any subcontractor or employee deemed by the Construction Manager to be incompetent.

00700-21 HOURS OF OPERATION

All work at the construction site shall be performed during regular business hours of the FULTON County government, except upon the Construction Manager's prior written consent to other work hours. It is further understood that the Contractor's construction schedule is based on a normal 40 hours, five day work week, less Fulton County-recognized holidays. Contractors work schedule shall not violate Fulton County Noise Ordinance by working hours inconsistent with the Fulton County Noise Ordinance. The County's current noise ordinance or other applicable ordinance shall govern. If the Contractor desires to work in excess of this limit, the Contractor shall submit a written request to the Construction Manager, a minimum of five days prior to the desired work date. The Contractor shall be responsible for any additional expenses incurred by the Owner as a result of the extended work hours, including resident inspection overtime. The cost associated with resident inspector overtime shall be deducted from the Contractor monthly payment request.

00700-22 FAMILIARITY WITH WORK CONDITIONS

The Contractor shall take all steps necessary to ascertain the nature and location of the work and the general and local conditions which may affect the work or the cost thereof. The Contractor's failure to fully acquaint itself with the conditions which may affect the work, including, but not limited to conditions relating to transportation, handling, storage of materials, availability of utilities, labor, water, roads, weather, topographic and subsurface conditions, other separate contracts to be entered into by the County relating to the project which may affect the work of the Contractor, applicable provisions of law, and the character and availability of equipment and facilities necessary prior to and during the performance of the work shall not relieve the Contractor of its responsibilities pursuant to this agreement and shall not constitute a basis for an equitable adjustment of the contract terms. The County reserves the right to perform with its own forces or to contract with other entities for other portions of the project work, in which case the Contractor's responsibility to assure its familiarity with work conditions hereunder shall include all coordination with such other contractors and the County necessary to insure that there is no interference between contractors as will delay or hinder any contractor in its prosecution of work on the project. The County assumes no responsibility for any understandings or representations concerning conditions of the work made by any of its officers, agents, or employees prior to the execution of this agreement.

00700-23 RIGHT OF ENTRY

The County reserves the right to enter the site of the work by such agent, including the Construction Manager, as it may elect for the purpose of inspecting the work or installing such collateral work as the County may desire. The Contractor shall provide safe facilities for such access so that the County and its agents may perform their functions.

00700-24 NOTICES

Any notice, order, instruction, claim or other written communication required pursuant to this agreement shall be deemed to have been delivered or received as follows:

1. Upon personal delivery to the Contractor, its authorized representative, or the Construction Manager on behalf of the County. Personal delivery may be accomplished by in-person hand delivery or bona fide overnight express service.
2. Three days after depositing in the United States mail a certified letter addressed to the Contractor or the Construction Manager for the County. For purposes of mailed notices, the County's mailing address shall be 141 Pryor Street, 6th Floor, Atlanta, Georgia 30303, or as the County shall have otherwise notified the Contractor. The Contractor's mailing address shall be the address stated in its proposal or as it shall have most recently notified the Construction Manager in writing.

00700-25 SAFETY

A.COUNTY-CONTRACTOR SAFETY, HEALTH AND LOSS PREVENTION PROGRAM

- (1) The Contractor shall be responsible for designing and implementing a comprehensive project-specific safety, health and loss prevention process and/or program and employee substance abuse program for this project. All Sub-Contractors must either implement their own program that meets these requirements or follow the Contractor's safety, health and loss prevention process and/or employee substance abuse program.
- (2) Safety, health and loss prevention process and/or employee substance abuse program must meet or exceed all governmental regulations (OSHA, EPA, DOT, State, local), comply and other specific Fulton County or Owner Controlled

Insurance Program (OCIP) requirements, and with any other safety, health and loss prevention requirements detailed in the contract documents including the requirements of the Contractor Safety and Health Management Process which is attached hereto and incorporated herein.

- (3) Within ten (10) business days of receipt of the Notice of Award (NOA), the Contractor shall submit in writing to the County's designated Representative, the Contractor's written Safety, Health and Loss Prevention Process and/or Program and Employee Substance Abuse Program and those of Sub-Contractors that meet or exceed the requirements referenced in the contract documents. Included in this submittal will be the name and qualifications of the site safety representative.
 - a) Prior to issuing the Notice to Proceed (NTP), a meeting will be held with the Contractor and all Sub-Contractors to review the safety, health and loss prevention process and/or program requirements, submittals to be provided by the Contractor, OCIP requirements and procedures, and the OCIP accident prevention process.

These program submittals must be reviewed and accepted by the County's designated Representative as meeting or exceeding safety, health, and loss prevention process and/or program requirements. A Notice To Proceed (NTP) with the work may not be issued until these submittals have been accepted.

B. DESIGNATION OF SAFETY REPRESENTATIVE

- a. The Contractor will designate an employee by (name, phone number, pager number) as Site Safety Representative. This employee will have sufficient training and knowledge of safety and health principles, regulations, and procedures to report to the Contractor's Project Manager and/or Superintendent. Sub-Contractors must also designate a similar employee responsible for safety and health. The Sub-Contractor's safety designee will coordinate safety activities with the general contractor's safety designee.
- b. For projects with significant risk or hazard potential or for any project for which the Contractor and its Sub-Contractors of any tier have 50 total employees or greater on site, Contractor must designate a qualified employee to be the full time Site Safety Representative. This person should address safety, health and loss prevention activities for the complete project including Sub-Contractors.

C. COUNTY'S SAFETY, HEALTH, AND LOSS PREVENTION PROCESS GUIDELINES AND REQUIREMENTS

- (1) The County and its agents reserve the right, but assume no duty, to establish and enforce safety, health, and loss prevention guidelines and to make the appropriate changes in the guidelines, for the protection of persons and property and to review the efficiency of all protective measures taken by the Contractor. The Contractor shall comply with all safety, health, and loss prevention process guidelines and requirements and changes made by the County or its agent(s). The issuance of any such guidelines or changes by the County or its agent(s) shall not relieve the Contractor of its duties and responsibilities under this Agreement, and the County or its agent(s) shall not thereby assume, nor be deemed to have assumed, any such duties or responsibilities of the Contractor.

D. COMPLIANCE OF WORK, EQUIPMENT, AND PROCEDURES WITH ALL APPLICABLE LAWS and REGULATIONS

- (1) All Work, whether performed by the Contractor or its Sub-Contractors of any tier, or anyone directly or indirectly employed by any of them, and all equipment, appliances, machinery, materials, tools and like items incorporated or used in the Work, shall be in compliance with and conform to:

- (a) All applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other governmental authority relating to the safety of persons and their protection against injury, specifically including, but in no event limited to, the Federal Occupational Safety and Health Act of 1970, as amended, and all rules and regulations now or hereafter in effect pursuant to said Act.
- (b) All rules, regulations, and requirements of the County or its agent(s) and its insurance carriers relating there to. In the event of a conflict or differing requirements the more stringent shall govern.

E. PROTECTION OF THE WORK

- (1) The Contractor shall, throughout the performance of the Work, maintain adequate and continuous protection of all Work and temporary facilities against loss or damage from whatever cause, shall protect the property of the County and third parties from loss or damage from whatever cause arising out of the performance of the Work, and shall comply with the requirements of the County or its agent(s) and its insurance carriers, and with all applicable laws, codes, rules and regulations, (as same may be amended) with respect to the prevention of loss or damage to property as a result of fire or other hazards.
- (2) The County or its agent(s) may, but shall not be required to, make periodic inspections of the Project work area. In such event, however, the Contractor shall not be relieved of its aforesaid responsibilities and the County or its agent(s) shall not assume, nor shall it be deemed to have assumed, any responsibility otherwise imposed upon the assurance of Contractor by this Agreement.

F. SAFETY EQUIPMENT

- 1. The Contractor shall provide to each worker on the Project work area the proper safety equipment for the duties being performed by that worker and will not permit any worker on the Project work area who fails or refuses to use the same. The County or its agent shall have the right, but not the obligation, to order the removal of a worker from the Project work site for his/her failure to comply with safe practices or substance abuse policies, and the Contractor shall promptly comply with the Safety Program or Substance Abuse Program and all such orders.

G. EMERGENCIES

- 1. In any emergency affecting the safety of persons or property, or in the event of a claimed violation of any federal or state safety or health law or regulation, arising out of or in any way connected with the Work or its performance, the Contractor shall act immediately to prevent threatened damage, injury or loss and to remedy said violation. Failing such action the County or its agent(s) may immediately take whatever steps it deems necessary including, but not limited to, suspending the Work as provided in this Agreement.
- 2. The County or its agent(s) may offset any and all costs or expenses of whatever nature, including attorneys' fees, paid or incurred by the County or its agent(s) (whether such fees are for in-house counsel or counsel retained by the County or its agent), in taking the steps authorized by Section 00700-25(G)(1) above against any sums then or thereafter due to the Contractor. The Contractor shall defend, indemnify and hold the County, its officers, agents, employees and the

County's O.C.I.P. Administrator harmless against any and all costs or expenses caused by or arising from the exercise by the County of its authority to act in an emergency as set out herein. If the Contractor shall be entitled to any additional compensation or extension of time change order on account of emergency work not due to the fault or neglect of the Contractor or its Sub-Contractors, such additional compensation or extension of time shall be determined in accordance with General Condition 00700-52 and General Condition 00700-87 of this Agreement.

H. SUSPENSION OF THE WORK

1. Should, in the judgment of the County or its agent(s), the Contractor or any Sub-Contractor fail to provide a safe and healthy work place or fail to follow the safety requirements defined in the contract documents and approvals, the County or its agent shall have the right, but not the obligation, to suspend work in the unsafe areas until deficiencies are corrected. All costs of any nature (including, without limitation, overtime pay, liquidated damages or other costs arising out of delays) resulting from the suspension, by whomsoever incurred, shall be borne by the Contractor.
2. Should the Contractor or any Sub-Contractor fail to provide a safe and healthy work place or fail to follow the safety requirements defined in the contract documents and approvals after being formally notified in writing by the County or its agents of such non-compliance, the contract may be terminated following the termination provision of the contract.

I. CONTRACTOR'S INDEMNITY OF THE COUNTY FOR CONTRACTOR'S NON-COMPLIANCE WITH SAFETY PROGRAM

1. The Contractor recognizes that it has sole responsibility to assure its Safety Program is implemented and to assure its construction services are safely provided. The Contractor shall indemnify, defend and hold the County and its agents harmless, from and against any and all liability (whether public or private), penalties (contractual or otherwise), losses, damages, costs, attorneys' fees, expenses, causes of action, claims or judgments resulting, either in whole or in part, from any failure of the Contractor, its Sub-Contractors of any tier or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, to comply with the safety requirements of the contract. The Contractor shall not be relieved of its responsibilities under the safety requirements of the Contract should the County or its agent(s) act or fail to act pursuant to its rights hereunder. The County, its agents, and the County's O.C.I.P. Administrator shall not assume, nor be deemed to have assumed, any responsibilities otherwise imposed upon the Contractor by this Agreement, by virtue of providing the Safety Program Guidelines.
2. The Contractor shall not raise as a defense to its obligation to indemnify under this Subparagraph I any failure of those indemnified hereunder to assure Contractor operates safely, it being understood and agreed that no such failure shall relieve the Contractor from its obligation to assure safe operations or from its obligation to so indemnify. The Contractor also hereby waives any rights it may have to seek contribution, either directly or indirectly, from those indemnified hereunder.

3. In any and all claims against those indemnified hereunder by any employee of the Contractor, any Sub-Contractor of any tier or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Subparagraph I shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Contractor or any Sub-Contractor of any tier under any workers' compensation act, disability benefit or other employee benefit acts.

00700-26 BLASTING AND EXCAVATION

The Contractor acknowledges that it is fully aware of the contents and requirements of O.C.G.A. § 25-9-1 through 25-9-12 concerning blasting and excavation near underground gas pipes and facilities and shall fully comply therewith.

00700-27 HIGH VOLTAGE LINES

The Contractor acknowledges that it is fully aware of the contents and requirements O.C.G.A. § 46-3-30 through 46-3-39 concerning safeguards against contact with high voltage lines, and the Contractor shall fully comply with said provisions.

00700-28 SCAFFOLDING AND STAGING

The Contractor acknowledges that it is the person responsible for employing and directing others to perform labor within the meaning of O.C.G.A. § 34-1-1 and agrees to comply with said provisions.

00700-29 CLEAN-UP

The Contractor shall clean up all refuse, rubbish, scrap materials, and debris caused by its operations to the end that the site of the work shall present a neat, orderly and workmanlike appearance at all times.

00700-30 PROTECTION OF WORK

The Contractor shall be responsible for maintenance and protection of the work, which shall include any County-furnished supplies, material, equipment, until final completion of this agreement and acceptance of the work as defined herein. Any portion of the work suffering injury, damage or loss shall be considered defective and shall be corrected or replaced by the Contractor without additional cost to the County.

00700-31 REJECTED WORK

The Contractor shall promptly remove from the project all work rejected by the Construction Manager for failure to comply with the contract documents and the Contractor shall promptly replace and re-execute the work in accordance with the contract documents and without expense to the County. The Contractor shall also bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.

00700-32 DEFECTIVE WORK

If the Contractor defaults or neglects to carry out any portion of the work in accordance with the contract documents, and fails within three days after receipt of written notice from the Construction Manager to commence and continue correction of such default or neglect with diligence and promptness, the County may, after three days following receipt by the Contractor of an additional written notice and without prejudice to any other remedy the County may have, make good such deficiencies and complete all or any portion of any work through such means as the County may select, including the use of a separate Contractor. In such case, an appropriate change order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies. In the event the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the County on demand.

The County may, at its option, accept defective or nonconforming work instead of requiring its removal or correction. In such case, a change order shall be issued reducing the price due the contractor to the extent appropriate and equitable. Such contract price adjustment shall be effected whether or not final payment has been made.

00700-33 WARRANTY OF NEW MATERIALS

The Contractor warrants to the County that all materials and equipment furnished under this contract will be new unless otherwise specified, and the Contractor further warrants that all work will be of good quality, free from faults and defects, and in conformance with the contract documents. The warranty set forth in this paragraph shall survive final acceptance of the work.

00700-34 CONTRACTOR'S WARRANTY OF THE WORK

If within one year after the date of issuance of the certificate of final payment pursuant to General Condition 84, or within such longer period of time as may be prescribed by law or by the term of any applicable special warranty required by the contract documents, any of the work is found to be defective or not in accordance with the contract documents, the Contractor shall correct such work promptly after receipt of written notice from the Construction Manager to do so. This obligation shall survive both final payment for the work and termination of the contract.

00700-35 ASSIGNMENT OF MANUFACTURERS' WARRANTIES

Without limiting the responsibility or liability of the Contractor pursuant to this agreement, all warranties given by manufacturers on materials or equipment incorporated in the work are hereby assigned by the Contractor to the County. If requested, the Contractor shall execute formal assignments of said manufacturer's warranties to the County. All such warranties shall be directly enforceable by the County.

00700-36 WARRANTIES IMPLIED BY LAW

The warranties contained in this agreement, as well as those warranties implied by law, shall be deemed cumulative and shall not be deemed alternative or exclusive. No one or more of the warranties contained herein shall be deemed to alter or limit any other.

00700-37 STOP WORK ORDERS

In the event that the Contractor fails to correct defective work as required by the contract documents or fails to carry out the work in accordance with contract documents, the Construction Manager, in writing, may order the Contractor to stop work until the cause for such order has been eliminated. This right of the County to stop work shall not give rise to any duty on the part of the County or the Construction Manager to execute this right for the benefit of the Contractor or for any other person or entity.

00700-38 TERMINATION FOR CAUSE

If the Contractor is adjudged bankrupt, makes a general assignment for the benefit of creditors, suffers the appointment of a receiver on account of its insolvency, fails to supply sufficient properly skilled workers or materials, fails to make prompt payment to subcontractors or materialmen, disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, fails to diligently prosecute the work, or is otherwise guilty of a material violation of this agreement and fails within seven days after receipt of written notice to commence and continue correction of such default, neglect, or violation with diligence and promptness, the County may, after seven days following receipt by the Contractor of an additional written notice and without prejudice to any other remedy the County may have, terminate the employment of the Contractor and take possession of the site as well as all materials, equipment, tools, construction equipment and machinery thereon. The County may finish the work by whatever methods the County deems expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is completed. If the unpaid balance of the contract price exceeds the cost of completing the work, such excess shall be paid to the Contractor. If such costs exceed the unpaid

balance, the Contractor shall pay the difference to the County on demand. This obligation for payment shall survive the termination of the contract. Termination of this agreement pursuant to this paragraph may result in disqualification of the Contractor from bidding on future County contracts.

00700-39 TERMINATION FOR CONVENIENCE

The County may, at any time upon written notice to the Contractor, terminate the whole or any portion of the work for the convenience of the County. The effective data of the terminations shall be provided in the written notice. Said termination shall be without prejudice to any right or remedy of the County provided herein. In addition, in the event this agreement has been terminated due to the default of the Contractor, and if it is later determined that the Contractor was not in default pursuant to the provisions of this agreement at the time of termination, then such termination shall be considered a termination for convenience pursuant to this paragraph.

00700-40 TERMINATION FOR CONVENIENCE - PAYMENT

If the Contract is terminated for convenience by the Owner as provided in this article, Contractor will be paid compensation for those services actually performed as approved by the Owner or his representative. Partially completed tasks will be compensated for based on a signed statement of completion prepared by the Project Manager and submitted to the Contractor which shall itemize each task element and briefly state what work has been completed and what work remains to be done. Contractor shall also be paid for reasonable costs for the orderly filing and closing of the project.

00700-41 TERMINATION FOR CONVENIENCE - PAYMENT LIMITATIONS

Except for normal spoilage, and except to the extent that the County shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor the fair value, as determined by the Construction Manager, of property which is destroyed, lost, stolen or damaged so as to become undeliverable to the County or to another buyer.

00700-42 COST TO CURE

If the County terminates for cause the whole or any part of the work pursuant to this agreement, then the County may procure upon such terms and in such manner as the Construction Manager may deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the County for any excess costs for such similar supplies or services. The Contractor shall continue the performance of this agreement to the extent not terminated hereunder.

00700-43 ATTORNEY'S FEES

Should the Contractor default pursuant to any of the provisions of this agreement, the Contractor and its surety shall pay to the County such reasonable attorney's fees as the County may expend as a result thereof and all costs, expenses, and filing fees incidental thereto.

00700-44 CONTRACTOR'S RESPONSIBILITIES UPON TERMINATION

After receipt of a notice of termination from the County, and except as otherwise directed by the Construction Manager, the Contractor shall:

1. Stop work under the contract on the date and to the extent specified in the notice of termination;
2. Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the agreement as is not terminated;
3. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination;

4. Assign to the County in the manner, at the times, and to the extent directed by the Construction Manager, all of the rights, title and interest of the Contractor under the orders and subcontracts so terminated, in which case the County shall have the right, at its discretion, to settle or pay any and all claims arising out of the termination of such orders or subcontracts;
5. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts with the approval or ratification of the Construction Manager, to the extent the Construction Manager may require, which approval or ratification shall be final for all purposes;
6. Transfer title and deliver to the entity or entities designated by the Construction Manager, in the manner, at the times, and to the extent, if any, directed by the Construction Manager, and to the extent specifically produced or specifically acquired by the Contractor for the performance of such portion of the work as has been terminated:
 - a. The fabricated or un-fabricated parts, work, and progress, partially completed supplies, and equipment, materials, parts, tools, dyes, jigs, and other fixtures, completed work, supplies, and other material produced as a part of or acquired in connection with the performance of the work terminated by the notice of termination; and
 - b. The completed or partially completed plans, drawings, information, and other property to the work.
7. Use its best efforts to sell in the manner, at the times, to the extent, and at the prices directed or authorized by the Construction Manager, any property described in Section 6 of this paragraph, provided, however, that the Contractor shall not be required to extend credit to any buyer and further provided that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the County to the Contractor pursuant to this agreement.
8. Complete performance of such part of the work as shall not have been terminated by the notice of termination; and
9. Take such action as may be necessary, or as the Construction Manager may direct, for the protection and preservation of the property related to the agreement which is in the possession of the Contractor and in which the County has or may acquire an interest.

00700-45 RECORDS

The Contractor shall preserve and make available to the County all of its records, books, documents and other evidence bearing on the costs and expenses of the Contractor and any subcontractor pursuant to this agreement upon three days advance notice to the Contractor.

00700-46 DEDUCTIONS

In arriving at any amount due the Contractor pursuant to the terms of this agreement, there shall be deducted all liquidated damages, advance payments made to the Contractor applicable to the termination portion of the contract, the amount of any claim which the County may have against the Contractor, the amount determined

By the Construction Manager to be necessary to protect the County against loss due to outstanding potential liens or claims, and the agreed price of any materials acquired or sold by the Contractor and not otherwise recovered by or credited to the County.

00700-47 REIMBURSEMENT OF THE COUNTY

In the event of termination, the Contractor shall refund to the County any amount paid by the County to the Contractor in excess of the costs properly reimbursable to the Contractor.

00700-48 SUSPENSION, INTERRUPTION, DELAY, DAMAGES

The Contractor shall be entitled to only those damages and that relief from termination by the County as specifically set forth in this agreement. The Construction Manager may issue a written order requiring the Contractor to suspend, delay or interrupt all or any part of the work for such period of time as the County may determine to be appropriate for the convenience of the County. If the performance of the work is interrupted for an unreasonable period of time by an act of the County or any of its officers, agents, employees, contractors, or consultants in the administration of this agreement, an equitable adjustment shall be made for any increase in the Contractor's costs of performance and any increase in the time required for performance of the work necessarily caused by the unreasonable suspension, delay, or interruption. Any equitable adjustment shall be reduced to writing and shall constitute a modification to this agreement. In no event, however, shall an equitable adjustment be made to the extent that performance of this agreement would have been suspended, delayed or interrupted by any other cause, including the fault or negligence of the Contractor. No claim for an equitable adjustment pursuant to this paragraph shall be permitted before the Contractor shall have notified the Construction Manager in writing of the act or failure to act involved, and no claim shall be allowed unless asserted in writing to the Construction Manager within ten days after the termination of such suspension, delay or interruption.

00700-49 COMMENCEMENT AND DURATION OF WORK

The County may issue a Notice to Proceed at any time within 120 days following execution of the contract by the County. The Contractor shall commence work pursuant to this agreement within ten days of mailing or delivery of written notice to proceed. The Contractor shall diligently prosecute the work to completion within the time specified therefore in the Agreement. The capacity of the Contractor's construction and manufacturing equipment and plan, sequence and method of operation and forces employed, including management and supervisory personnel, shall be such as to insure completion of the work within the time specified in the Agreement. The Contractor and County hereby agree that the contract time for completion of the work is reasonable taking into consideration the average climatic conditions prevailing in the locality of the work and anticipated work schedules of other contractors whose activities are in conjunction with or may affect the work under this contract.

00700-50 TIME OF THE ESSENCE

All time limits stated in this agreement are of the essence of this contract.

00700-51 IMPACT DAMAGES

Except as specifically provided pursuant to a stop work order or change order, the Contractor shall not be entitled to payment or compensation of any kind from the County for direct or indirect or impact damages including, but not limited to, costs of acceleration arising because of delay, disruption, interference or hindrance from any cause whatsoever whether such delay, disruption, interference or hindrance is reasonable or unreasonable, foreseeable or unforeseeable, or avoidable, provided, however, that this provision shall not preclude the recovery of damages by the Contractor for hindrances or delays due solely to fraud or bad faith on the part of the County, its agents, or employees. The Contractor shall be entitled only to extensions in the time required for performance of the work as specifically provided in the contract.

00700-52 DELAY

The Contractor may be entitled to an extension of the contract time, but not an increase in the contract price or damages, for delays arising from unforeseeable causes beyond the control and without the fault or negligence of the Contractor or its subcontractors for labor strikes, acts of God, acts of the public enemy, acts of the state, federal or local government in its sovereign capacity, by acts of another separate contractor, or by an act or neglect of the County.

00700-53 INCLEMENT WEATHER

The Contractor shall not be entitled to an extension of the contract time due to normal inclement weather. Unless the Contractor can substantiate to the satisfaction of the Construction Manager that there was greater than normal inclement weather and that such greater than normal inclement weather actually delayed the work, the Contractor shall not be entitled to an extension of time therefore. The following shall be considered the normal inclement weather days for each month listed, and extensions of time shall be granted in increments of not less than one half day only for inclement weather in excess of the days set out.

January	10 days
February	10 days
March	7 days
April	6 days
May	4 days
June	3 days
July	4 days
August	2 days
September	2 days
October	3 days
November	6 days
December	9 days

00700-54 DELAY - NOTICE AND CLAIM

The Contractor shall not receive an extension of time unless a Notice of Delay is filed with the Construction Manager within ten days of the first instance of such delay, disruption, interference or hindrance and a written Statement of the Claim is filed with the Construction Manager within 20 days of the first such instance. In the event that the Contractor fails to comply with this provision, it waives any claim which it may have for an extension of time pursuant to this agreement.

00700-55 STATEMENT OF CLAIM - CONTENTS

The Statement of Claim referenced in the preceding 00700-54 shall include specific information concerning the nature of the delay, the date of commencement of the delay, the construction activities affected by the delay, the person or organization responsible for the delay, the anticipated extent of the delay, and any recommended action to avoid or minimize the delay.

00700-56 WORK BEHIND SCHEDULE, REMEDY BY CONTRACTOR

If the work actually in place falls behind the currently updated and approved schedule, and it becomes apparent from the current schedule that work will not be completed within the contract time, the Contractor agrees that it will, as necessary, or as directed by the Construction Manager, take action at no additional cost to the County to improve the progress of the work, including increasing manpower, increasing the number of working hours per shift or shifts per working day, increasing the amount of equipment at the site, and any other measure reasonably required to complete the work in a timely fashion.

00700-57 DILIGENCE

The Contractor's failure to substantially comply with the requirements of the preceding paragraph may be grounds for determination by the County that the Contractor is failing to prosecute the work with such diligence as will insure its completion within the time specified. In such event, the County shall have the right to furnish, from its own forces or by contract, such additional labor and materials as may be required to comply with the schedule after 48 hours written notice to the Contractor, and the Contractor shall be liable for such costs incurred by the County.

00700-58 SET-OFFS

Any monies due to the Contractor pursuant to the preceding paragraph of this agreement may be deducted by the County against monies due from the County to the Contractor.

00700-59 REMEDIES CUMULATIVE

The remedies of the County under General Condition 56, 57, and 58 are in addition to and without prejudice to all of the rights and remedies of the County at law, in equity, or contained in this agreement.

00700-60 TITLE TO MATERIALS

No materials or supplies shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sales contract or other agreement by which any interest is retained by the seller. The Contractor hereby warrants that it has good and marketable title to all materials and supplies used by it in the work, and the Contractor further warrants that all materials and supplies shall be free from all liens, claims, or encumbrances at the time of incorporation in the work.

00700-61 INSPECTION OF MATERIALS

All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards and in accordance with the requirements of the contract documents. Additional tests performed after the rejection of materials or equipment shall be at the Contractor's expense.

00700-62 CONSTRUCTION MANAGER'S PRESENCE DURING TESTING

All tests performed by the Contractor shall be witnessed by the Construction Manager unless the requirement therefore is waived in writing. The Construction Manager may perform additional tests on materials previously tested by the Contractor, and the Contractor shall furnish samples for this purpose as requested.

00700-63 MATERIALS INCORPORATED IN WORK

The Contractor shall furnish all materials and equipment to be incorporated in the work. All such materials or equipment shall be new and of the highest quality available. Manufactured materials and equipment shall be obtained from sources which are currently manufacturing such materials, except as otherwise specifically approved by the Construction Manager.

00700-64 STORAGE OF MATERIALS

Materials and equipment to be incorporated in the work shall be stored in such a manner as to preserve their quality and fitness for the work and to facilitate inspection.

00700-65 PAYROLL REPORTS

The Contractor may be required to furnish payroll reports to the Construction Manager as required by the Owner Controlled Insurance Program.

00700-66 CONTRACTORS' REPRESENTATIVE

Before beginning work, the Contractor shall notify the Construction Manager in writing of one person within its organization who shall have complete authority to supervise the work, receive orders from the Construction Manager, and represent the Contractor in all matters arising pursuant to this agreement. The Contractor shall not remove its representative without first designating in writing a new representative. The Contractor's representative shall normally be present at or about the site of work while the work is in progress. When neither the Contractor nor its representative is present at the work site, the superintendent, foreman, or other of the Contractor's employee in charge of the work shall be an authorized representative of the Contractor.

00700-67 SPECIALTY SUB-CONTRACTORS

The Contractor may utilize the services of specialty subcontractors on those parts of the project which, under normal contracting practices, are performed by specialty subcontractors. The Contractor shall not award more than seventy-five percent of the work to subcontractors.

00700-68 INSPECTION BY THE CONSTRUCTION MANAGER

All work pursuant to this agreement shall be subject to inspection by the Construction Manager for conformity with contract drawings and specifications. The Contractor shall give the Construction Manager reasonable advance notice of operations requiring special inspection of a portion of the work.

00700-69 WORK COVERED PRIOR TO CONSTRUCTION MANAGER'S INSPECTION

In the event that work is covered or completed without the approval of the Construction Manager, and such approval is required by the specifications or required in advance by the Construction Manager, the Contractor shall bear all costs involved in inspection notwithstanding conformance of such portion of the work to the contract drawings and specifications.

00700-70 SCHEDULING OF THE WORK

- A. The work of this contract shall be planned, scheduled, executed, and reported using the critical path method (CPM) as established in Section 01320 of these Contract Documents.
- B. With ten (10) calendar days after the Notice to Proceed, the Contractor shall submit a Detailed Construction Schedule according to the requirements established herein. (Section 01 310)

00700-71 PROGRESS ESTIMATES

The Contractor shall prepare a written report for the Construction Manager's approval, on County forms, of the total value of work performed and materials and equipment obtained to the date of submission. Such a report must accompany each request for a progress payment and is subject to review and approval by the Construction Manager. Approval of a progress estimate or tendering of a progress payment shall

not be considered an approval or acceptance of any work performed, and all estimates and payments shall be subject to correction in subsequent estimates. Progress payments shall be made for all completed activities and for materials suitably stored on-site.

00700-72 PROGRESS PAYMENTS

Upon approval of each monthly estimate of work performed and materials furnished, the Construction Manager shall approve payment to the Contractor for the estimated value of such work, materials, and equipment, less the amount of all prior payments and any liquidated damages. The Contractor will be paid 100 percent, less retainage, of the cost of materials received and properly stored on-site but not incorporated into the work. Payments for materials or equipment stored on the site shall be conditioned upon submission by the Contractor of bills of sale to establish the County's title to such materials or equipment. The Contractor's request for payment shall provide sufficient detail as to the work completed or materials purchased for which payment is requested to permit meaningful review by the Construction Manager.

00700-73 TIME OF PAYMENT

The Contractor will be paid within 30 days following receipt of an approved Progress Estimate. The Contractor expressly agrees that the payment provisions within this Contract shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. Section 13-11-1 *et seq.*, and that the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Contract. The County shall not be liable for any late payment interest or penalty.

00700-74 RETAINAGE

The County shall retain from each progress payment ten percent of the estimated value of the work performed until the progress payments, including retainage, total 50 percent of the contract price. If a contract includes two or more projects or assignments that have been separately priced and have separate budgets, and the performances of such projects or assignments are not related to or dependent upon the performance of any other, the 50 per cent limit shall be based upon the price for each individual project or assignment. Thereafter, no further retainage shall be withheld so long as the Contractor is making satisfactory progress to insure completion of the work within the time specified therefore. The County may reinstate the ten percent retainage in the event the Construction Manager determines that the Contractor is not making satisfactory progress to complete the work within the time specified in this agreement or in the event that the Construction Manager provides a specific cause for such withholding. The County may also withhold retainage upon substantial completion of the work as provided in O.C.G.A. §13-10-81(c). Interest may be paid upon the retainage in accordance with Georgia law.

00700-75 PAYMENT OF SUBCONTRACTORS

The Contractor shall promptly pay each subcontractor upon the receipt of payment from the County. Such payment shall be made from the amount paid to the Contractor pursuant to the subcontractor's work. The Contractor shall also maintain the records of the percentage retained from payments to the Contractor pursuant to such subcontractor's work. The Contractor shall procure agreements from each subcontractor requiring each subcontractor to pay their subcontractors, agents and employees in a similar manner. The County reserves the right to inquire of any subcontractor, supplier, materialman, or subconsultant, the status of any indebtedness of the Contractor. The County further reserves the right to require the Contractor to designate on each instrument of payment exceeding \$400.00 to subcontractors, suppliers, materialmen, and subconsultants that such payment is on account of the work under this Contract.

00700-76 COUNTY'S RESPONSIBILITIES TO SUBCONTRACTORS

Neither the County nor the Construction Manager shall have any obligation to pay any subcontractor except as otherwise required by law.

00700-77 PROGRESS PAYMENTS - ACCEPTANCE OF WORK

Certification of progress payments, as well as the actual payment thereof, shall not constitute the County's acceptance of work performed pursuant to this agreement.

00700-78 PAYMENTS IN TRUST

All sums paid to the Contractor pursuant to this agreement are hereby declared to constitute trust funds in the hands of the contractor to be applied first to the payment of claims of subcontractors, laborers, and suppliers arising out of the work, to claims for utilities furnished and taxes imposed, and to the payment of premiums on surety and other bonds and on insurance for any other application.

00700-79 JOINT PAYMENTS

The County reserves the right to issue any progress payment or final payment by check jointly to the Contractor and any subcontractor or supplier.

00700-80 RIGHT TO WITHHOLD PAYMENT

The Construction Manager may decline to approve payment and may withhold payment in whole or in part to the extent reasonable and necessary to protect the County against loss due to defective work, probable or actual third party claims, the Contractor's failure to pay subcontractors or materialmen, reasonable evidence that the work will not be completed within the contract time or contract price or damage to the County or any other contractor on the project.

00700-81 CERTIFICATE OF SUBSTANTIAL COMPLETION

Upon the Contractor's submission of a request for a certificate of Substantial Completion, the Construction Manager shall inspect the work and determine whether the work is Substantially Complete. If the work is Substantially Complete, the Construction Manager shall issue a certificate of Substantial Completion of the work which shall establish the date of Substantial Completion, shall state the responsibilities of the County and the Contractor for security, maintenance, heat, utilities, damage to the work and insurance, and shall fix the time within which the Contractor shall complete the items submitted by the Contractor as requiring correction or further work. The certificate of substantial completion of the work shall be submitted to the County and the Contractor for their written acceptance of the responsibilities assigned to them pursuant to such certificate.

If in the sole opinion of the Construction Manager, the work is not substantially complete, the Construction Manager shall notify the Contractor of such, in writing, and outline requirements to be met to achieve Substantial Completion.

00700-82 PAYMENT UPON SUBSTANTIAL COMPLETION

Upon Substantial Completion of the work and upon application by the Contractor and approval by the Construction Manager, the County shall make payment reflecting 100% work completed, less value of work remaining as determined by Construction Manager and any authorized retainage.

00700-83 COMMENCEMENT OF WARRANTIES

Warranties required by this agreement shall commence on the date of final completion of the project as determined under General Condition 00700-84 unless otherwise provided in the certificate of Substantial Completion.

00700-84 FINAL PAYMENT - WAIVER OF CLAIMS, DISPUTE OF FINAL PAYMENT

The acceptance of the Substantial Completion payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of application for payment at Substantial Completion and except for the retainage sums due at final acceptance. Following the Construction Manager's issuance of the certificate of Substantial Completion

and the Contractor's completion of the work pursuant to this agreement, the Contractor shall forward to the Construction Manager a written notice that the work is ready for final inspection and acceptance. If after inspection the Construction Manager certifies that the work is complete and issues written notification of such to the Contractor, the Contractor shall forward to the Construction Manager a final application for payment. The Construction Manager shall issue a certificate for payment, which shall approve final payment to the Contractor and shall establish the date of final completion.

In the event the Contractor timely disputes the amount of the final payment, the amount due the CONTRACTOR shall be deemed by the CONTRACTOR and the COUNTY to be an unliquidated sum and no interest shall accrue or be payable on the sum finally determined to be due to the CONTRACTOR for any period prior to final determination of such sum, whether such determination be by agreement of the CONTRACTOR and the COUNTY or by final judgment of the proper court in the event of litigation between the COUNTY and the CONTRACTOR. The CONTRACTOR specifically waives and renounces any and all rights it may have under Section 13-6-13 of the Official Code of Georgia and agrees that in the event suit is brought by the CONTRACTOR against the COUNTY for any sum claimed by the CONTRACTOR under the Contract or for any extra or additional work, no interest shall be awarded on any sum found to be due from the COUNTY to the CONTRACTOR in the final judgment entered in such suit. All final judgments shall draw interest at the legal rate, as specified by law.

00700-85 DOCUMENTATION OF COMPLETION OF WORK

Neither the final payment nor the remaining retainage shall become due until the Contractor submits the following documents to the Construction Manager:

- A. An affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the work have been paid or otherwise satisfied;
- B. The surety's consent to final payment; and
- C. Any other data reasonably required by the County or Construction Manager establishing payment or satisfaction of all such obligations, including releases, waivers of liens, and documents of satisfaction of debts.

In the event that a subcontractor refuses to furnish a release or waiver as required by the County or Construction Manager, the Contractor may furnish a bond satisfactory to the County to indemnify the County against such loss. In the event that any lien or indebtedness remains unsatisfied after all payments are made, the contractor shall refund to the County all moneys that the County may become compelled to pay in discharging such lien or other indebtedness, including all costs and reasonable attorney's fees.

00700-86 GOVERNING LAW

Each and every provision of this agreement shall be construed in accordance with and governed by Georgia law. The parties acknowledge that this contract is executed in FULTON County, Georgia and that the contract is to be performed in FULTON County, Georgia. Each party hereby consents to the FULTON Superior Court's sole jurisdiction over any dispute which arises as a result of the execution or performance of this agreement, and each party hereby waives any and all objections to venue in the FULTON Superior Court.

00700-87 CHANGES IN THE WORK

A. CHANGE ORDERS

1. A Change Order is a written order to the Contractor signed to show the approval and the authorization of the County, issued after execution of the Contract, authorizing a change in the Work and/or an adjustment in the Contract Sum or the Contract Time. Change Orders shall be written using forms designated by the County with Contractor providing supporting documentation as required by the Construction

Manager. The Contract Sum and the Contract Time may be changed only by approved Change Order pursuant to Fulton County Procedure 800-6. The amount payable by the Change Order is payment in full for all direct and indirect costs incurred and related to the work under said Change Order, including but not limited to delays, imports, acceleration, disruption and extended overhead. A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including the adjustment in either or both of the Contract Sum or the Contract Time.

2. The County, without invalidating the Contract, may order changes in the Work within the general scope of the Contract as defined in General Condition 2. The time allowed for performance of the work and the contract price to be paid to the Contractor may be adjusted accordingly.
3. The cost or credit to the County resulting from a change in the Work shall be determined in one or more of the following ways:
 - a. By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
 - b. By unit prices stated in the Contract Documents or subsequently agreed upon;
 - c. By cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
 - d. By the method provided in Subparagraph A4 below.
4. If none of the methods set forth in Subparagraphs 3a, 3b, or 3c above is agreed upon, the Contractor, provided a written order signed by the Construction Manager is received, shall promptly proceed with the Work involved. The cost of such Work shall then be determined by the Construction Manager on basis of the reasonable expenditures and savings of those performing the Work attributable to the change. The cost of the change shall include only the items listed in Subparagraph 5a below, and in the case of either a decrease or an increase in the Contract Sum, an allowance for overhead and profit in accordance with the schedules set forth in Subparagraphs 5b and 6 below shall be applied to the cost or credit.
 - a. In such case, and also under Subparagraph 3a above, the Contractor shall keep and present, in such form as the Construction Manager may prescribe, an itemized accounting of all actual costs expended, together with appropriate supporting data for inclusion in a Change Order.
 - b. All hourly rate charges shall be submitted to the Construction Manager for prior review and approval. All hourly rate charges shall be properly supported as required by the Construction Manager with certified payrolls, or their acceptable equivalent. When authorized to proceed for a given change and actual expenditures have been made prior to execution of a Change Order for the entire change, such actual expenditures may be summarized monthly, and if approved, incorporated into a Change Order. When both additions and credits covering related Work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase or decrease, if any, with respect to that change.
5. In Subparagraphs 3 and 4 above, the items included in "Cost and "Overhead" shall be based on the following schedule:

- a. Unless otherwise provided in the Contract Documents, “Cost” shall be limited to the following: cost of materials incorporated into the Work, including sales tax and cost of delivery; cost of direct labor (labor cost may include a pro rata share of foreman’s account of the change) including social security, old age and unemployment insurance, and fringe benefits required by agreement or custom; workers’ or workmen’s compensation insurance; rental value of equipment and machinery; costs for preparing Shop Drawings.
 - b. Unless otherwise provided in the Contract Documents, “Overhead” shall include the following: bond and insurance premiums including increase and decreases from change in the Work, supervision, superintendence, construction parking, wages of timekeepers, watchmen and clerks, small tools, consumable supplies, expendables, incidentals, general office expense, the cost of additional reproduction for the Contractor’s subcontractors beyond that agreed upon in the Contract Documents, construction parking, any additional costs of craft supervision by the Contractor’s or subcontractors’ superintendents, and overhead charges which would be customary and expended regardless of the change in the Work due to other overlapping activities which are included as part of the original Contract, and all other expenses not included in “Cost” above.
 - c. In the event that a change is issued by the County which would require the expenditure of substantial amounts of special supervision (beyond the foreman level) by the Contractor, the Contractor may, at the sole direction of the Construction Manager, be allowed to incorporate these charges into the agreement cost for the change.
6. In Subparagraphs 3 and 4 above, the allowance for overhead and profit combined, included in the total cost or credit to the County, shall be based on the following schedule:
 - a. For the Contractor, for any work performed by the Contractor’s own forces, ten (10) percent of the cost.
 - b. For the Contractor, for any work performed by a Contractor’s subcontractor, five (5) percent of the amount due the subcontractor.
 - c. For each subcontractor or sub-subcontractor involved, for any work performed by that subcontractor’s or sub-subcontractor’s own forces, ten (10) percent of the cost.
 - d. For each subcontractor, for work performed by a sub-subcontractor, five (5) percent of the amount due to the sub-subcontractor.
 - e. Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 5 above unless modified otherwise.
7. In order to facilitate checking of quotations for extras or credits, all proposals or bids, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs, including labor cost, materials and subcontracts. Labor and materials shall be itemized in the manner defined in Subparagraph 4 above. Where major cost items are subcontracts, they shall be itemized also. In no case shall a change be approved without such itemization.

8. No payment shall be made for any changes to the contract that are not included in a fully executed Change Order.

B. CONCEALED, UNKNOWN AND DIFFERING CONDITIONS

- a. Should concealed conditions be encountered in the performance of the Work below the surface of the ground, or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Contract Documents, or should unknown physical conditions below the surface of the ground or concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract, be encountered, the Contract Sum and Contract Time shall be equitably adjusted by Change Order upon request by either party made **within twenty (20) days after the first observance** of the conditions. No such request for equitable adjustment shall be valid unless the Contractor complies with this (20) days notice and Subparagraph C.1. below.
- b. The Contractor shall promptly, and before such conditions are disturbed, notify the Construction Manager in writing of any claim of concealed, unknown or differing conditions pursuant to this paragraph. The Construction Manager shall authorize the Engineer to investigate the conditions, and if it is found that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the Work under this Contract, whether or not changed as a result of such conditions, an equitable adjustment shall be recommended to the Construction Manager.
- c. No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required in (a) above, prior to disturbing the condition.
- d. No claim by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this Contract.
- e. Any materially differing site condition as between what is shown on the Drawings and Specifications and actually found on site shall be immediately reported to the Construction Manager in writing prior to the commencement of Work at the site. Failure of the Contractor to notify the Construction Manager in writing of the differing site condition prior to performance of Work at the site shall constitute a waiver of any claim for additional monies. Any Change Order necessitated by the differing site condition shall be processed as provided under "Changes in the Contract".

C. REQUESTS FOR ADDITIONAL COST

- a. If the Contractor wishes to request an increase in the Contract Sum, the Contractor shall give the Construction Manager written notice thereof within twenty (20) days after the occurrence of the event, or identification of the conditions, giving rise to such request. This notice shall be give by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property in which case the Contractor shall proceed in accordance with Paragraph 10.7 of this Agreement, and Subparagraph A.4 above. No such request shall be valid unless so made within the twenty (20) days specified above. If the County and the Contractor cannot agree on the amount of the adjustment in the Contract Sum, it shall be determined by the Construction Manager. Any change in the Contract Sum resulting from such claim shall be documented by Change Order.

- b. If the Contractor claims that addition cost is involved because of, but not limited to (1) any written interpretation pursuant to General Condition 00700-17 of this Agreement, (2) any order by the County to stop the Work pursuant to General Conditions 00700-25 and 00700-37 of this Agreement where the Contractor was not at fault, or any such order by the Construction Manager as the County's agent, or (3) any written order for a minor change in the Work issued pursuant to Paragraph D below, the Contractor shall submit a request for an increase in the Contract Sum as provided in Subparagraph C.1 above. No such claim shall be valid unless the Contractor complies with Subparagraph C.1 above and approved by the County pursuant to Change Order Policy 800-6.

D. MINOR CHANGES IN THE WORK

- a. The Construction Manager may order minor changes in the Work not involving an adjustment in the Contract Price, extension of the time allowed for performance of the work and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by a written Change Directive issued by the Construction Manager, and shall be binding on the County and the Contractor. The Contractor shall carry out such written orders promptly.

E. BONDS

- a. If any change order results in an increase in the contract price, the contractor shall increase the penal sum of the performance and payment bonds to equal the increased price.

00700-88 DISAGREEMENT WITH ORDERS FOR CHANGE

Contractor's written acceptance of a Change Order or other order for changes shall constitute his final and binding agreement to the provisions thereof and a waiver of all claims in connection therewith, whether direct or consequential in nature. Should Contractor disagree with any order for changes, he may submit a notice of potential claim to the Construction Manager, at such time as the order is set forth in the form of a Change Order. Disagreement with the provisions of an order for changes shall not relieve Contractor of his obligation under Clause 00700-87, Change Orders.

00700-89 NO WAIVER OF REMEDIES

Exercise by the County of any remedy is not exclusive of any other remedy available to County and shall not constitute a waiver of any such other remedies. Failure of the County to exercise any remedy, including breach of contract remedies, shall not preclude the County from exercising such remedies in similar circumstances in the future.

00700-90 LAND AND RIGHTS-OF-WAY

The owner will provide, as indicated in the Contract Documents and prior to Notice to Proceed, the lands upon which the work is to be done, right-of-way for access thereto, and such other lands which are designated for the use of the Contractor. The Contractor shall confine the Contractor's work and all associated activities to the easements and other areas designated for the Contractor's use. The Contractor shall comply with any limits on construction methods and practices which may be required by easement agreements. If, due to some unforeseen reason, the necessary easements are not obtained, the Contractor shall receive an equitable extension of contract time dependent upon the effect on the critical path of the project schedule or the County may terminate the Contract for its convenience.

00700-91 COORDINATION WITH STATE DEPARTMENT OF TRANSPORTATION

GENERAL CONDITIONS

- a. No clearing or grading shall be completed by Contractor within the State Department of Transportation (DOT) area under construction. The Contractor must coordinate his construction scheduling with DOT.
- b. If the Contractor begins work before DOT's completion date, he must obtain the approval of DOT before starting work in the area. The state DOT has the right to stop the Contractor's work the DOT area.
- c. The Contractor shall receive no additional compensation or damages resulting from delay or work stoppage from DOT actions or scheduling.
- d. Contractor shall obtain DOT drawings of the DOT, project area for verification of road geometry, storm drains, etc. from Georgia Department of Transportation or Fulton County. The Contractor is responsible for obtaining any pertinent DOT revisions.

I N D E X

SUBJECT

GENERAL CONDITION

Administration of Contract	17
Applicable Law	7
Assignment	13
Blasting and Excavation	26
Changes	87, 88
Clean Site	29
Codes	4
Commencement of Work	49
Contract Documents	2
Contractor's Representative	66
Defective Work	31, 32
Definitions	3
Delay	51, 52, 54, 55
Extension of Time	52, 53, 54
Familiarity of Time	1, 22
Final Payment	84
Governing Law	86
High Voltage Lines	27
Inclement Weather	53
Indemnification	15
Inspections	23, 61, 62, 68, 69
Interruption	48
Licenses	8
Liquidated Damages	46
New Materials	33, 63
Notices	24
Payment	72, 73, 75
Payment of Subcontractors	75, 76
Payment Upon Substantial Completion	82, 84
Payroll Reports	65
Permits	8
Progress Payments	72, 73, 77, 78, 79, 80
Protection of Work	30, 64
Records Inspection	45

GENERAL CONDITIONS

Retainage	11, 74
Safety	25
Scaffolding and Staging	28
Scheduling	70
Service of Process	14
Stop Work Order	37
Subcontractors	67, 76
Substantial Completion	81
Suspension	48
Supervision of Work	16, 66
Surety's Responsibility	17
Taxes	9, 10
Termination for Cause	38, 44, 47
Termination for Convenience	39, 40, 41
Time of the Essence	50
Warranties	33, 34, 35, 36
Work Behind Schedule	56

END OF SECTION # 00700

S219 – Brookfield Country Club Sewer Lining**SECTION NO. 00900****TECHNICAL SPECIFICATIONS****SEWER PIPE REPAIR / REHABILITATION****PART 1 GENERAL****CURED-IN-PLACE PIPE (CIPP) LINING OF EXISTING SEWER MAINS****1.01 Description**

- A. Technical Specifications for the rehabilitation of sewer lines by inversion lining, by inserting a lining with a winch or by drawing into place by other means using a cured-in-place, thermo-setting-resin impregnated, flexible, fabric tubing (C.I.P.P.). Additionally, the Technical Specifications cover the work items that support the performance of C.I.P.P. field work in general, as well as the ancillary technical work items that allow for the complete rehabilitation of a sewer line.

1.02 Definitions

- A. The term “Engineer”, “Design/Builder”, and “Contractor” in this Section 00900 is defined as Contractor.
- B. The Work covered by this Section includes furnishing all labor, equipment, and materials required to install cured-in-place inversion pipe liner as well as the denoted supporting and ancillary items of work that effect an overall sewer rehabilitation program. All work performed must meet or exceed the minimum requirements as set forth in ASTM F1216, latest revision, “Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube”.

1.03 Substitutions

- A. It is the intent that these specifications be non-preferential and not restrict installation methodology or materials to a single vendor or sole source. Recognized cured-in-place-pipe liner systems include but are not limited to:
 - 1. Insituform Technologies
 - 2. Equal products pre-approved by the Fulton County Department of Public Works - Water Services Division.
- B. Request for approval of products not previously approved by Fulton County Department of Public Works - Water Services Division shall reach Fulton County Purchasing no later than thirty (45) days prior to the bid date. Proposers of equal products will be advised of approval or rejection in writing no later than fourteen (14) days prior to the bid date. Rejected submittals may be supplemented with additional information and resubmitted no later than seven (7) days prior to the bid date. Proposers making supplementary submittals will be advised of approval or rejection in writing no later than three (3) days prior to the bid date. No exceptions will be allowed for approval of new products.
- C. Approval of any substitution will be made under the following provisions:
 - i. If the term “PRE-APPROVED” follows the names of approved manufacturers, the other manufacturers desiring approval may submit the product to the engineer for pre-approval during the bidding phase. The manufacturer should include the following items in this pre-submittal:

1. Descriptive literature, including information on materials used minimum design standards features, manufacturing processes and facilities, and similar information, which will indicate experience and expertise in the manufacture of the product being evaluated;
2. Performance specifications applicable to the manufacturer's standard design, which indicates the level of performance to be expected from the product;
3. A complete set of submittal drawings of similar equipment that has been completed and placed into operation;
4. A list of existing installations of equipment similar in type and size;
5. Evidence of technical ability of the manufacturer to design an manufacture equipment and systems meeting project requirements. Evidence submitted shall include, as a minimum, descriptions of engineering and manufacturing staff capabilities;
6. Information required the satisfy specified experience requirements;
7. A complete list of all requirements of the drawings and specifications with which the manufacturer cannot conform, including reasons why alternate features are considered equivalent; and
8. All other information necessary to fully evaluate the product for consideration

This pre-submittal shall reach the County no later than 45 days prior to the bid date. Manufacturers will be advised of approval or rejection in writing no later than fourteen days prior to the bid date. Rejected submittals may be supplemented with additional information and resubmitted no later than one week prior to the bid date. Manufacturers making supplementary submittals will be advised of approval or rejection in writing no later than three days prior to the bid date.

1.04 Requirements

- A. Fulton County will coordinate with the Contractor to assign and schedule the work in a logical and efficient format. However, all items in this contract shall be priced such that each item can be assigned independently or combined with other items at the County's sole discretion in regards to both quantity and scope. There shall be no consideration of any claim for extra payment arising from a decision by Fulton County to assign potential work items under this contract in any combination or in combination with another contract utilizing alternate technologies (e.g. Fold and Form, Pipe-Bursting). The Contractor shall perform only those work items directed by the County at the prices specified herein. (For example: if Fulton County determines that a line segment shall be cleaned but not televised or lined, the same unit price for cleaning shall apply).
- B. Cured-in-place-pipe (CIPP) sewer line rehabilitation systems are defined as the reconstruction or reinforcing of the pipe walls of an existing sanitary sewer pipe line by the insertion of a resin impregnated, flexible, fabric tube into the existing sewer line using hydrostatic pressure, air pressure, a winch or other means. The flexible tube is expanded by pressure to fit tight against the interior walls of the existing pipe. With the thermo-setting, resin-impregnated, flexible fabric tube in position, the resin is cured by the circulation of a uniform heat for a specific period of time throughout the length of the tube, forming a hard, impermeable pipe within the existing pipe. After curing of the resin is completed, the hardened liner extends from manhole to manhole of the section being lined, provides a

structurally sound, corrosion resistant, water tight conduit that excludes infiltration or exfiltration, is tight fitting within the existing pipe and is free of voids or annular spaces between the liner and the existing pipe walls. The finished liner provides a uniform, smooth, interior wall surface having hydraulic characteristics that offer no greater resistance to flow than the sewer being rehabilitated based on its capacity as originally designed.

1.05 Contractor Qualifications and References

- A. Cured-in-Place Pipe (CIPP) construction shall be performed in accordance with these specifications and by the methods practiced by the system approved by the Department of Public Works. **RFP ONLY** - The CIPP contractor shall provide evidence and references for successfully installing a minimum of 100,000 linear feet of CIPP in the United States of America. The Contractor shall also provide documentation that the specified material to be used has been successfully installed in 250,000 linear feet of pipe in the United States of America and has been in place for a minimum of five (5) years.

1.06 Laws and Ordinances

- A. The Contractor shall conform to all laws and ordinances of the State or Fulton County. The Contractor shall keep himself fully informed of all laws, ordinances and regulations of State, and Fulton County in any manner affecting those engaged or employed in the work, or the materials used in the work, or in any way affecting the conduct of the work, and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same if any discrepancy or inconsistency should be discovered in these Specifications in relation to any such law, ordinance, regulation order or decree, Contractor shall forthwith report the same in writing to the Owner. The Contractor shall at all times observe and comply with all such existing and future laws, ordinances and regulations and shall protect and indemnify the Owner and its agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself or by his employees.

1.07 Notices, Signals, and Precautions

- A. The Contractor shall be responsible for all practicable and legal notices and signals to the public while the work is in progress, and shall keep adequate warning lights burning at such times and at such points as may be necessary, and take any other precautions which in the judgment of the Construction Manager may be necessary to protect life and property. Sufficient lighting and waterproofing conductors shall be provided by the contractor to insure proper working conditions and inspections at all times.

1.08 Damage to Persons, Property, Etc.

- A. The Contractor shall be responsible for all damage that may occur to persons, animals, vehicle, utilities and/or property from lack of proper lighting, enclosing of the workspace, bracing, and/or any accidents due to defective scaffolding, shoring or any negligence on the part of the Contractor or his employees.

1.09 Defective Work

- A. All materials furnished and work done by the contractor at any time during the progress of the work, shall be subject to the inspection of the Construction Manager, with full power to accept or reject any part thereof. The contractor must, at his own expense and within a reasonable time, remedy any defective or unsatisfactory work or material. In the event of his failure to initiate corrections within 48 hours after written notice, the Construction Manager shall have full right to have same done, and to bill the contractor

for cost thereof. Any condemned material must be removed from the work within twenty-four (24) hours.

1.10 Bypassing of Flows

A. Notification Of Proposed Interruption Of Service

1. The work covered by this section consists of the maintenance and rehabilitation of an existing public sewer system. In general, Fulton County is the holder of easements covering sewers not in the public rights-of-way on private property, which easements convey to the County or its agents the right to "enter the property of construct, operate and maintain" that sewer system. No other legal authorization is required for these purposes. However, Fulton County recognizes, in the exercise of its easement rights, it has an obligation to minimize disruption or interruption of sewer service to the properties served.
2. Prior to any proposed interruption of sewer service to properties by reason of this work, for each section of sewer to be lined, the contractor in cooperation with the Construction Manager shall make an evaluation of the impacts of any proposed interruption of sewer service on each property impacted based on the estimated length of the service interruption and the estimated normal effluent discharge from that property. The evaluation shall determine the usage of each property (hospital, place of public assembly, retail establishment, manufacturing facility, retail establishment, apartment, residence, etc.) where it is proposed to temporarily interrupt sewer service. This evaluation will include an estimate of the probable economic impact of such interruption of sewer service. Based on the information thus developed, the contractor shall submit a proposal to the Construction Manager for each segment of sewer where it is contemplated that sewer service is to be interrupted for this work for the review and approval of the Construction Manager.
3. In some instances it shall be determined that it is unreasonable or not possible to interrupt sewer service to certain facilities for reasons of public health, economics or other compelling public or private purpose. In these cases, it shall be the contractor's responsibility to "by-pass" effluent discharges from such facilities around the section of sewer that it is determined necessary to interrupt sewer service to.
4. On approval by the Construction Manager of the contractor's proposal to interrupt sewer service (or to by-pass certain establishments), the contractor shall provide written notification to each sewer service customer affected by the proposed work of the intent to interrupt sewer service. This notification will be sent to the owner and occupant of each parcel impacted, to the mailing address of each improved parcel (or mailing address of owner of record for unimproved property). The outside of each envelope containing the notification will be clearly and prominently marked: "NOTIFICATION OF INTENT TO INTERRUPT SEWER SERVICE." These notifications shall be sent by United States Mail, return receipt requested which, for the purposes of scheduling the work, may be presumed to have been delivered within three calendar days after posting. This notification shall identify the property impacted, include all appropriate information about the contractor, the purpose of the service interruption, the estimated length of the interruption of service, and both the telephone number where the contractor can be contacted during normal working hours and an emergency (24 hour) number where he can be contacted in the event of the occurrence of an emergency such as the back-up or overflow of sewage, which emergency number is to be responsive on weekends and holidays. The sewer service customer shall be allowed three (3) working days, excluding weekends and holidays,

after the presumed date of delivery of the notification of intention to interrupt service, to make known his objections, if any, to the interruption of service contemplated. It shall be the contractor's responsibility to record or maintain a log of the responses to these notifications and to make known this information to the Construction Manager. In the case of objections that, in the opinion of the Construction Manager, are valid and reasonable, the contractor will modify his proposals accordingly. The contractor shall also retain the signed receipts for delivery of the certified mail notification of intention to interrupt sewer service and to make note of those instances when delivery was not or can reasonably assumed to have not been made. In these instances, contractor will make every reasonable effort to personally visit the property proposed to be impacted and to notify the sewer service customer of the impending interruption of service. A record or log of these efforts shall be maintained identifying person's contacted and record responses, if any. Copies of the signed receipts for certified mail, logs or records of responses to notification and of personal efforts made shall be delivered to the Construction Manager prior to interruption of service.

5. Approval by the Construction Manager of contractor's proposal to interrupt sewer service will not be construed as relieving the contractor of any responsibilities for property damages or claims because of such interruption of services.
6. All work associated with NOTIFICATION OF PROPOSED INTERRUPTION OF SERVICE, Section 1.09.1 is considered incidental to the other items of the work in the bid proposal and no additional compensation for these tasks shall be paid to the contractor.

B. Bypassing Sewerage and Sewer Flows

1. During the installation of the liner and the curing process (and television inspection of the lines, if appropriate), the contractor shall provide for bypassing of the flows, when necessary, around the sections of the pipe being lined. The bypass shall be accomplished by plugging the line at an existing upstream manhole and pumping the flow to the downstream manhole clear of the proposed work. The pump and bypass lines shall be of adequate capacity and size to accommodate the anticipated peak flow. In so far as is possible, work shall be so scheduled that the lining of the pipe, curing of the tube and the restoration of service connections can be accomplished in a single working day or shift. At the end of each working day, temporary tie connections shall be made between the relined section of pipe and the existing system and the plug in the upstream manhole removed, but not before the section being lined has been properly cured in accordance with the manufacturer's instructions. In some instances, it may be necessary to bypass effluent from service connections to specific parcels, which parcels will be identified in the contractor's approved proposal to interrupt sewer service. Prior to beginning this work, the contractor shall submit to the Construction Manager his proposal to accomplish THE BYPASS OF THE FLOWS. This proposal will include rationale and supporting calculations used to determine the anticipated average flow, anticipated peak flow, and maximum flow. It shall also include the make, model, flow and velocity (in gpm) and identification of pump(s) employed, the provision of standby pumps, the method of transporting effluent around the work, power or fuel sources and storage and all other relevant data necessary for the Construction Manager to make a judgment that the contractor has mobilized adequate resources to accomplish the intent.

C. Back-ups, Overflow or Spillage of Sewage

1. The installation methodology contemplated requires the temporary blocking and back-ups of sewers and sewage. Contractor shall be responsible to limit the extent and duration of such blockages and back-ups so that overflows and spillage onto public or private property and into storm sewers, water ways and streets does not occur. In the event that such spillage or overflows do occur during the course of, or as a result of, the work, the contractor performing the work shall immediately eliminate the spillage or overflow and, as necessary, remove the blockage and eliminate the back-up. Upon elimination of the spillage or overflow, the contractor is to clean up and disinfect the area of possible contamination taking all steps that may be deemed necessary by the Construction Manager and/or the Environmental Protection Division of the State of Georgia. Work to stop or contain such events is to be deemed EMERGENCY in nature and is sufficient justification for total mobilization of resources, the use of overtime or double time, and any other reasonable measures to assure correction of the problem without delay.
2. All sewage overflows or spillage shall be reported immediately to the Deputy Director of Public Work – Systems Maintenance Division.
3. Damages arising from blockages, back-ups, spillage or overflows of sewage during the course of the work or because of the work shall be the sole responsibility of the Contractor. Contractor shall be liable for any fines imposed on the Fulton County by enforcement agencies as a result of any spillage or overflow.
4. Prevention of spillage or overflows of sewage is considered incidental to the other items of work in the bid proposal and no additional compensation shall be paid the contractor for their prevention or for expenses relating to clean-up and disinfection that may be required as a result of failure to prevent on the contractor's part.

PART 2 PROJECT SUPPORT ITEMS (NOT USED)

PART 3 CURED-IN-PLACE PIPE (CIPP)

3.01 General

- A. The cured-in-place pipe material shall be fabricated from materials which, when cured, will be chemically resistant to withstand exposure to sewage gases containing normal levels for domestic sewage of hydrogen sulfide, carbon monoxide, carbon dioxide, methane, traces of mercaptan, kerosene, saturation with moisture, dilute sulfuric acid, external exposure to soil bacteria, and any chemical attack which may be due to materials in the surrounding ground.

3.02 Other Applicable Specifications or Publications

- A. The publications listed below form a part of these specifications:
 - American Society for Testing and Materials (ASTM)
 - ASTM F1216 Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube.
 - ASTM D638 Test method for tensile strength properties.
 - ASTM D790 Flexural Strength
 - ASTM D790 Modulus of Elasticity
 - ASTM D732 Shear Strength
 - ASTM D695 Compressive Strength

3.03 Resin

- A. The resin used shall be a general purpose, unsaturated, styrene-based, thermoset resin and catalyst system or an epoxy resin and hardener or such other resin system, approved by the manufacturer that is compatible with the process proposed.

3.04 Reinforcing Material

- A. The reinforcing material of the liner shall be needle interlocked terylene felt or of woven fiberglass or such other material, approved by the manufacturer, formed into sheets or plies of the required thickness. Layers may be of single or multiple layer construction where any layer may not be less than 1.5 mm thick. A suitable mechanical strengthener membrane or strip may be sandwiched in between layers where required to control longitudinal stretching. The minimum thickness of a bonded polyurethane membrane and liner, if used, shall be 0.25 mm + 5 percent and shall not affect the structural dimension requirement of the cured liner.

3.05 Mechanical Properties

- A. The cured resin/fabric shall have the following minimum strength requirements:

Tensile Strength at Yield 20° C	3,000 psi
Flexural Strength	4,500 psi
Modulus of Elasticity-Long term	125,000 psi
Impact Strength	1.5 ft.-lb./in.
Shear Strength	7,000 psi
Flexural Modulus	250,000 psi

3.06 Liner Thickness

- A. The wall thickness of the cured-in-place pipe (CIPP) liner shall be based on generally accepted pipe formula and anticipated potential modes of failure. Design parameters to consider include, but are not limited to, pipe wall material strength, long term strength required to provide fifty (50) year design life, earth loads, water table loads, live loads, condition of existing pipe being lined, missing section geometry of existing pipe, and localized or structural defects in the existing pipe. The design selection shall, at a minimum, be capable of resisting buckling stresses and flexural stresses from external loads and ring tension and deflection failure from internal loads such that deflection along any diameter of the cross section does not exceed five (5) percent of the nominal inside diameter of the pipe being lined. If a determination is made that the existing pipe being lined is fully deteriorated and provides no support to the composite existing pipe/liner system, the equation for wall thickness (buckling) shall be based on equation number 33 as set forth in the American Water Works Association publication AWWA C950, latest edition. In no case shall the wall thickness of the liner as installed be less than the nominal thickness.

3.07 Liner Size

- A. The lining shall be fabricated to a size that, when installed, will neatly fit the internal circumference of the conduit(s) being lined.

3.08 Liner Length

- A. The contractor shall be responsible for determining the minimum length to effectively span the distance from manhole to manhole and shall verify the length of the fabric lining

material in the field before impregnation. The lining material may run through one or more manholes, but shall not be spliced or joined between manholes.

3.09 Preliminary Preparations

A. Pre-Installation Television Inspection (not used)

B. Water Requirements for the Work

1. The contractor shall be responsible for providing water required to perform this work. In general, water is available from Fulton County's privatized water distribution system.

C. Traffic Control

1. The contractor shall be responsible for traffic control during the course of each phase of the work. Ten days prior to beginning work, the contractor shall submit a traffic control plan for each section of the work for the review of the Construction Manager. It is the intent that this work be accomplished with as little disturbance to the traffic, private property and the public as is reasonably possible consistent with timely completion thereof. Parts or all of the work may have to be done during off-peak traffic periods, at night, on weekends or on holidays. Flagmen, when required, shall be Georgia DOT certified. If a second flagman or second uniformed police officer is required, that cost shall be reimbursed at actual cost without a multiplier for overhead and profit. The traffic control plan shall reflect such requirements where applicable. Signs, signals and detours shall conform to the Georgia Manual of Uniform Traffic Control Devices for Streets and Highways, latest edition. The laws and ordinances governing noise, work at night, Sundays and certain holidays, and the proximity of the work to churches, hospitals, apartments and places of public assembly are applicable.
2. Regular traffic control is considered incidental to the other items of the work in the bid proposal and no additional compensation for this task shall be paid to the contractor.

3.10 Execution

A. General

1. All work shall be in strict accordance with the manufacturer's recommendation, the standard specifications, the rules and the guidelines and regulations of the Occupational Safety and Health Administration (OSHA) and all ordinances, laws and regulations of the governing authorities having jurisdiction.

B. Resin Impregnation of the Flexible Tube

1. The flexible tube shall be vacuum impregnated with resin under controlled conditions or, with the approval of the manufacturer, by such other means compatible with the system employed that the contractor may elect. The volume of resin used shall be sufficient to fill all voids in the tube material at normal or design thickness and diameter. The volume of resin shall be adjusted by adding five to ten percent excess resin for the change in resin volume due to polymerization and to allow for any migration of resin into the cracks and joints in the original pipe.

C. Insertion of the Flexible Tube

1. The resin impregnated tube shall be inserted through an existing manhole or other access by means of an inversion process, drawing in place with a winch or by other

approved method and the application of a hydrostatic or other pressure head. The pressure or force exerted shall be sufficient to fully extend the tube to the next designated manhole or termination point. The inversion head or other pressure head shall be sufficiently large to expand the flexible tube tightly to the pipe wall producing dimples at side connections. Care shall be taken during tube installation not to over-stress the fabric fiber.

D. Lubricant

1. A lubricant meeting the manufacturer's recommendations, if any, shall be used. The lubricant shall be a nontoxic, oil-based product that has no detrimental effect on the tube, boiler or other heating system, pumps or other equipment used for the tube installation or curing process. The lubricant will not support the growth of bacteria and shall not adversely affect the existing conduit or the fluids to be transported by it.

E. Curing

1. After installation of the resin-impregnated, flexible tube is complete, a suitable heat source and appropriate equipment are required to circulate the heat uniformly throughout the length of the pipe being lined. The heat source and circulation equipment shall be capable of raising the pressurized interior of the pipe uniformly to and above the temperature required to affect a cure of the resin. The curing process, temperature and period of the process shall conform to the manufacturer's recommendations. The procedures employed shall include the provision of temperature and pressure gages to be placed both at the upstream inlet and downstream outlet as well as at intermediate access points, if any, to monitor temperatures and pressures during the cure period. Initial cure will occur during the temperature heat-up and is completed when exposed portions of the liner appear to be hard and sound and the temperature sensors indicate that the temperature is of a magnitude to realize an exothermic cure in the resin. After initial cure is reached, the temperature shall be raised to the post cure temperature and held for the period recommended by the resin manufacturer. Curing must take into account the existing pipe material, the resin system, and the ground conditions (temperature, moisture level, and thermal conductivity of the soil).

F. Cool Down

1. Cool down of the cured pipe liner shall be in accordance with the manufacturer's recommendations.

G. Sealing and Benches in Manhole

1. The CIPP shall make a tight fitting seal with the existing pipe(s) in the manhole. An acceptable seal approved by the manufacturer shall be applied circumferentially near the annular space touching the end of existing pipe and be properly encased with a cement-based mortar. The top half of the pipe shall be neatly cut off, at least four (4) inches away from the walls. Breaking or shearing the pipe will not be allowed. The channel in the manhole shall be a smooth continuation of the pipe(s) and shall be merged with other lines or channels, if any. The channel cross-section shall be U-shaped with a minimum height of one-half pipe diameter to three-fourths of the pipe diameter for fifteen (15) inches and larger. The side of the channels shall be built up with mortar/concrete to provide benches at a maximum 1 in 12 pitch towards the channel.

2. CIPP and the existing pipe in the manhole shall be sealed as above before proceeding on to the next manhole section and all manholes shall be individually inspected for liner cut-offs, benches and sealing works.
3. The connection between the cured-in-place pipe and the existing manhole shall be sealed to eliminate all ground water infiltration into the sanitary sewer system at this connection.

H. Service Connections

1. After the liner has been cured-in-place, the existing service connections and laterals shall be reconnected. In general, reconnection of service connections and laterals shall be accomplished internally without surface excavation using a remote controlled cutting device equipped with a television monitor. In some cases, remote reconnection may not be possible. In these instances, reconnection by conventional methods in accordance with the standard specifications is applicable.

I. Finished Product and Workmanship

1. All workmanship and materials will meet the standards of the industry. The finished, cured-in-place liner shall be continuous over the length of pipe between two manholes and shall be an impermeable, joint-less conduit, free from visual defects such as foreign intrusions, dry spots, pin holes, lifts or delaminations. The inner surface shall be free of cracks and crazing with a smooth finish and with an average of not more than 2 pits per square foot, providing the pits are less than 3 mm in diameter and not more than 1 mm deep and are covered with sufficient resin to avoid exposure of the inner fabric. With the approval of the manufacturer, some minor waviness shall be permitted, providing that the flow cross section is not reduced appreciably, the flow characteristics are essentially unchanged and potential line blockage does not occur. In the event the finished liner does not fit tightly against the original pipe at its termination point(s), the space between the liner and the pipe shall be sealed and cured with a resin mixture compatible with the lining system employed.
2. In the event that the installed product does not meet the above requirements, contractor shall remove and replace cured-in-place liner at no cost to Fulton County.

J. Testing and Inspection

1. The Construction Manager shall have access to the work site at all times to observe the work in progress, to monitor the work and to take such additional tests as he may deem appropriate. The cost of the testing required by this Section 3.10.10 shall be included in the unit cost for installation.
2. After the installation procedures have been performed and prior to reinstatement of service connections, the Contractor shall perform a hydrostatic test on the sewer line to determine if it is watertight. The test shall be performed using the existing hydrostatic head provided by the inversion standpipe. The test time shall be 5 minutes during which no makeup water shall be added to the standpipe. If at the end of the test period no water loss is observed in the standpipe, the water tightness of the cured-in-place pipe shall be considered satisfactory.
3. For each length of line installed, two liner samples shall be required: a section of cured pipe cut from the installation at an intermediate or terminal manhole and which has been inserted through a like diameter pipe held in place by a suitable heat sink (such as sandbags); and a sample fabricated from material taken from the tube

and the resin/catalyst system used and cured in a clamped mold placed in the down tube. Each sample shall be large enough to provide a minimum of three (3) test specimens.

4. For each section of pipe lined, the initial tangent flexural modulus of elasticity and the flexural strength of the specimens taken from the work shall be measured in accordance with test method ASTM D-790 to verify that the requirements of section 3.05 have been met.
5. Pipe failing to meet these requirements is subject to rejection and replacement at the contractor's expense.
6. Testing shall be performed by a professional materials testing laboratory, picked by the contractor and retained by the contractor. Copies of all test results, signed and sealed by a registered professional engineer licensed to practice in the State of Georgia, are to be furnished to the Construction Manager in a timely manner and prior to acceptance of the work.
7. After completion of the lining process and reinstatement of service connections, the installation shall be inspected by remote television camera. This post-installation television inspection is to take place as shortly after completion of each section as is feasible but, in no case more than ten (10) calendar days thereafter. Post-installation television inspection shall take place in the presence of a representative of the Construction Manager and shall verify that the requirements of Section 00900 3.10.9, including the reinstated sewer connections, have been met or exceeded. A video CD shall be made and provided to the Construction Manager of this post-installation inspection. No work shall be accepted that fails this post-installation television inspection.
8. Testing and inspection, including taking of test specimens and post installation television inspection, are considered incidental to the items of work in the bid proposal and no additional compensation shall be paid therefore.

PART 4 ANCILLARY ITEMS

4.01 Remote Reconnection and Grouting of Service Lines

A. Reconnection of Service Lines by Remote Methods

1. After the liner has been cured; the Contractor shall reconnect only the existing active service connections. The reconnection of service connections and laterals shall be done without excavation, from the interior of the newly installed liner by the use of a remote controlled cutting device equipped with a television monitor. All active connections shall be satisfactorily opened to the approximate size and shape of the original opening and shall be smooth and flush wherever there is a chance of debris buildup. In some cases, remote reconnection may not be possible. In these instances, reconnection by conventional methods in accordance with Fulton County standard specifications is applicable.
2. If in the course of the work, an existing service connection is omitted, the contractor must return to that location to reconnect service at no additional cost to the County.

B. Packer-Grouting of Service Connections

1. Preparatory Procedures
 - a. Cleaning shall be performed by the Contractor using a hydraulic cleaner and is to be adequate for seating a lateral packer. The Contractor will inspect the line by a

“Quick Pull” to determine if the sewer line is clean, and if the laterals are accessible. Cleaning will continue until the “Quick Pull” inspection verifies that the service and lateral are clean and accessible.

- b. Television inspection is limited to a “Quick Pull”. During this inspection the operator notes obstruction, offset joints, debris, the location of lateral connections, and the general condition of each lateral. The “Quick Pull” inspection is videotaped, and only data relating to the lateral sealing report is logged. Also during this inspection, the Contractor determines which laterals can be accessed, and if there is enough clearance for the lateral sealing packer. The Contractor makes the final determination on lateral sealing packer clearance.
2. Equipment
 - a. The lateral sealing inversion tube is designed to accommodate two sizes of laterals, 4-inch and 6-inch diameters, with a tube for each size. Both diameters’ inversion tubes shall measure at least two feet in length.
 3. Execution
 - a. Air testing laterals is accomplished by isolating the area to be tested with the packer and applying positive pressure into the isolated VOID area. A sensing unit is used for continuous monitoring of the Void pressure. This sensing unit is located within the Void area and accurately transmits pressure readout to the control panel.
 - b. The test procedure consists of applying air pressure into each isolated Void area. To isolate a Void, the lateral sealing packer is positioned straddling the lateral. The operator inflates the packer ends to isolate the lateral and inserts an inflatable inversion tube. Once the designated pressure in the isolated Void is displayed on the meter of the control panel, the application of air pressure is stopped and a twenty-second waiting period commences. The Void pressure is observed during this period. If the Void pressure drop is greater than that allowed in the following Air Test Table, the lateral is considered to have failed the air test and is grouted.

AIR TEST TABLE

Initial Void Pressure (psi)	VOID Pressure After 20 Seconds (psi)
12-11	4.8-4.4
11-10	4.4-4.0
10-9	4.0-3.6
9-8	3.6-3.2
8-7	3.2-2.8
7-6	2.8-2.4
6-5	2.4-2.0

- c. After completing the air test for each individual lateral, the lateral packer is deflated, with the Void pressure meter continuing to display Void pressure. If the Void

pressure does not drop to approximately zero, the equipment is adjusted to provide a zero Void pressure reading at the monitor.

- d. Lateral sealing begins if the lateral does not pass the air test as described above. The lateral packer remains in position, maintaining the isolated Void. Chemical grout sealant is pressure injected through the lateral packer into the annular space between the inversion tube and the lateral pipe. Under pressure, the grout material is then forced out into the soil through leaking joints and pipe defects. The amount of chemical grout pumped is based on the number of pump strokes delivered to each lateral. The number is recorded on the sealing log.
 - e. Upon completion of the lateral sealing procedure the lateral is air tested a second time to verify the sealing of the connection. The air test is the same as outlined above. If the lateral fails the air test a second time, the grouting procedure is repeated. This sequence of air testing, grouting, and subsequent air testing is repeated until either the lateral is sealed or it is determined that the grout consumption is too high and may result in the blockage of the lateral pipe. The final determination to stop subsequent attempts to seal a service line will be made jointly between the Construction Manager and the Contractor.
 - f. Lateral flow is verified after the successful sealing of each lateral. With the lateral packer in position, the inversion tube is retracted and air pressure is injected into the lateral. Should a pressure build in the lateral and not drop to approximately zero in a few seconds, the packer is moved off the connection and the connection is viewed with a television camera. With the camera viewing the connection point, an attempt is made to obtain a water flush by the occupant. If no water is viewed during the procedure, it is assumed the building sewer is blocked with grout and the responsibility to clear the lateral will be the Contractor's.
 - g. A notification form is attached to the door of each home or building for which laterals have been grouted. This notification to the occupant states that the lateral servicing this listed address was grouted on this particular date and if any blockage of sanitary flow occurs, the occupant should call a given phone number. The Contractor will supply a notification form to the Construction Manager for his approval.
 - h. The complete procedure is videotaped during the air testing and sealing operation. The videotapes are submitted to the Construction Manager for review and permanent record. The videotape displays the date, manhole numbers, footage to the service, and Void pressure readout. In addition, the data obtained during this operation is recorded on a service testing and sealing log provided by the Contractor.
4. Products
 - a. Chemical Sealing (Grouting) Materials – The Contractor shall submit a mix design signed and stamped by a Georgia PE for the review of the Construction Manager. The material selected is to be one recommended by the Remote Grouting Packer manufacturer that takes into account the temperature, soil condition, soil type and soil water content found in the Atlanta area.
 - b. The mixing and handling of the chemical grouting materials used shall be in accordance with the approved mix design and the manufacturer's recommendations.
 5. Cleanup

- a. The Contractor shall remove all residual grouting materials that extend into the pipe, reduce the pipe diameter, or otherwise restrict the flow in the pipe. The grouted connections shall be left reasonably "flush" with the existing pipe surface.

6. Warranty

- a. The Contractor shall guarantee his work under Section 4.01 for warranty period of one (1) year from the date of acceptance. If, at anytime during the warranty period, any leakage, cracking, loss of bond, or other discontinuity is identified, the Contractor shall make repairs acceptable and at no additional cost to the Owner.

4.02 External Point Repairs

External point repairs are to be made only with express written approval of Chris Browning, Assistant Director, Fulton County Public Works Water Services Division.

A. Definitions

1. Point repairs as used in these Specifications shall mean repair of pipe segments (up to 15 feet) of existing sanitary sewer lines that require excavation to accurately locate sources of infiltration, or inflow and to eliminate them by making necessary repairs.
2. Point repair of sewer lines (up to 15 feet) where the repair of pipe segments extends into manhole locations shall include connection of pipe to the manhole.

B. Products

1. Pipe Material - The Contractor shall use Class 52 ductile iron pipe conforming to the standard requirements of the County for Ductile Iron Pipe and Fittings contained in Section 02730 herein.
2. Elastomeric Couplings - Elastomeric couplings for connecting replacement pipe to existing pipe shall be Fernco, or equal pre-approved by the Fulton County Department of Public Works - Water Services Division. Elastomeric couplings shall be fastened by two stainless steel adjustable clamps, type C-305 or equal pre-approved by the Fulton County Department of Public Works - Water Services Division, to form a watertight seal.
3. Concrete Collars - Concrete and reinforcing steel for concrete collars shall conform to the requirements of the County for Cast-In-Place Concrete.

C. Execution

1. Preparation

- a. The Contractor shall establish the locations of existing utilities prior to excavation. All protection required to prevent damage to existing utilities shall be provided.
- b. Site preparation shall be performed as required. When the repairs are to be made on sewers or facilities lying under paved surfaces; those surfaces shall be removed to the minimal limits needed to facilitate the work (trench width plus two feet for concrete surfaces) unless otherwise acceptable to the Construction Manager.
- c. The Contractor shall provide all the material and equipment necessary to divert wastewater flow.
- d. The Contractor shall dewater, sheet, and/or brace all excavations.
- e. The Contractor shall note all service connections and maintain a record of them.

- f. Traffic control shall be provided by the Contractor where required.
- g. All activities shall be performed in accordance with the manufacturer's recommendations and regulations established by OSHA. Particular attention shall be drawn to those safety requirements involving working with scaffolding and entering confined spaces.

2. Method of Repair

- a. The Contractor shall replace a sufficient number of entire pipe joints to ensure that defective pipe is removed and replaced up to a length, per repair, of 15 feet.
- b. If the length of the required replacement segment is not adequate to locate sufficient competent pipe for connection with the new section, the Contractor, at the Construction Manager's instruction, may be directed to replace additional sections of pipe such that an appropriate connection is possible.
- c. The Contractor shall provide service tees, wyes, or taps to replace those encountered within the point repair using the material specified by Fulton County Specifications.
- d. Any service line or competent main line pipe broken by the Contractor shall be replaced at the Contractor's expense.
- e. The Contractor shall remove any fences, base materials, storm sewer, etc. that may interfere with the repair made at each specified point. The Contractor is responsible for the replacement of said fences, base materials, storm sewer etc., in the same or better condition than found.
- f. The bottom of the trench shall be reshaped so that the grade of the pipe replaced will match that required for the existing sewer line. The point repair shall be backfilled in accordance with Fulton County Standards. If the material in the bottom of the trench is of such consistency that it is not stable, then the Contractor shall stabilize the bottom of the trench by placing suitable materials at the direction of the Construction Manager.
- g. The Contractor shall use elastomeric couplings, fastened by two stainless steel clamps to connect replacement pipe with existing pipe.
- h. The Contractor shall install concrete collars around all couplings in accordance with Fulton County Standards for Cast-in Place Concrete.
- i. Prior to backfilling, point repairs shall be inspected by the Construction Manager. After backfilling, point repairs shall be internally televised by the Contractor for final approval by the Construction Manager.

3. Cleanup

- a. After the installation work has been completed, the Contractor shall cleanup the entire project area. All excess material and debris not incorporated into the permanent installation shall be disposed of by the Contractor. The work area shall be left in a condition equal to or better than it was prior to the performance of the Work. Disturbed areas shall be seeded and landscaped as directed by the Construction Manager. Site restoration shall be performed in accordance to all applicable Fulton County Standards.

4. Warranty

- a. The Contractor shall guarantee his work for warranty period of one (1) year from the date of acceptance. If, at anytime during the warranty period, any leakage,

cracking, loss of bond, or other discontinuity is identified, the Contractor shall make repairs acceptable and at no additional cost to the Owner.

PART 5 SUBMITTALS

5.01 Not Used

5.02 Manufacture's Brochures

- A. The Contractor is required to submit four (4) copies of the manufacturer's brochures giving a complete description of the product proposed, its physical and chemical composition, the same for the thermo-setting resin or epoxy hardener, the recommended range of curing temperature, period of cure, cool-down procedures and method of installation. Three (3) copies are to be sealed in an envelope addressed:

Fulton County
Department of Public Works
141 Pryor Street, Suite 6001
Atlanta, GA 30303
Attention: Assigned Construction Manager

5.03 Pre-Installation Television Tapes and Logs

- A. To be submitted during the course of the work; 2 copies of each, Required for project close-out.

5.04 Traffic Control Plan and Permits

- A. Signed and sealed by a professional engineer licensed to practice in the State of Georgia. To be submitted during the course of the work for each phase of the work.

5.05 Proposal to Temporarily Interrupt Sewer Service

- A. During the course of and for each segment of the work, for the review and approval of the Construction Manager, provide contractor's evaluation of property usage and impacts because of proposed interruption of service.

5.06 Notification of Intention to Interrupt Sewer Service.

- A. During the course of and for each segment of the work, draft for the review and approval of the Construction Manager, copies of notifications mailed, receipts for certified mail, logs and records of personal and telephone contacts, related correspondence and inquiries by the public and replies.

5.07 Contractor's Proposal to Bypass Sewage and Sewer Flows.

- A. During the course of and for each segment of the work, for the review and approval of the Construction Manager.

5.08 Post-Installation Television Tapes and Logs

- A. Prior to acceptance of, during the course of and for each segment of the work, for the review and approval of the Construction Manager. 2 copies each. Required for close-out.

5.09 Certification of Supplier/Manufacturer of Liner System Employed

- A. That the materials furnished entering the work met the requirements of the industry, the standards of good practice, and these specifications. Required as part of submittal.

5.10 Certification of the Contractor

- A. Letter of Certification that the lining system used was installed in full accordance with the manufacturer's recommendations and these specifications.

5.11 Submittals for Ancillary Work Items

- A. The awarded vendor will be required to submit four (4) copies of the manufacturer's brochures giving a complete description of the product proposed its physical and chemical composition and manufacturer's recommendations. Three (3) copies are to be sealed in an envelope addressed:

Fulton County
Department of Public Works
141 Pryor Street, Suite 6001
Atlanta, GA 30303
Attention: Assigned Project Manager

- B. Submittals (10 copies) shall be specifically required for:
- a. Remote Reconnection Device – Manufacturer's Brochure
 - b. Remote Packer-Grouting Device – Manufacturer's Brochure
 - c. Manhole Interior Rehabilitation – Fiberglass Liner System
 - d. Manhole Interior Rehabilitation – Contractor selected Spray Applied or Cured-in- Place System
- C. Submittals for Ancillary Work shall include all information necessary to demonstrate that the recommended product meets or exceeds the requirements of these Specifications. 10 copies of each.

5.12 Other Submittals

- A. As may be required elsewhere, that are necessary to accomplish the plan intent and as may be required by the Construction Manager.

5.13 Compensation for Submittals

- A. Submittals are considered as incidental to the other items of work in the bid proposal and no additional compensation will be paid the contractor therefore.

5.14 Testing Results

- A. The Contractor shall submit all test results to the Construction Manager within two weeks of performing any test described in this Section 00 900. If a test fails, the Contractor shall submit a corrective plan within two weeks of performing any test described in this Section 00900.

END OF SECTION # 00900